



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

# VICTORIÆ REGINÆ.

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## Cap. 31.

An Act to authorize the granting of Building and other Leases of the settled Estates of *Thomas Charles Hornyold* Esquire, in the Counties of *Worcester* and *Hereford*, and for other Purposes.

[7th August 1854.]

**W**HEREAS by an Indenture bearing Date the Twenty-fourth Day of *October* in the Year One thousand eight hundred and twelve, and made between *Thomas Hornyold* of *Blackmore Park* in the County of *Worcester*, Esquire, and *Thomas Charles Hornyold* of the same Place, Esquire, only Son and Heir apparent of the said *Thomas Hornyold*, of the First Part, *John Webbe Weston* of *Sutton Place* in the County of *Surrey*, Esquire, and *Bridget Mary Weston* Spinster, One of the Daughters of the said *John Webbe Weston* by *Elizabeth Lawson* his First Wife, of the Second Part, *John Webbe Weston* the younger, Esquire, and *Peregrine Towneley* of *Towneley* in the County Palatine of *Lancaster*, Esquire, of the Third Part, *William Thomas Salvin* of *Croxdale* in the County of *Durham*, Esquire, and *Charles Thomas Bodenham* of *Rotherwas* in the County of *Hereford*, Esquire, of the Fourth Part, and *Edward*

Indenture of Settlement, dated 24th Oct. 1812.

[Private.]

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*Wright of Gray's Inn* in the County of *Middlesex*, Esquire, and *Charles Hanford of Strensham* in the County of *Worcester*, Esquire, of the Fifth Part, (grounded on a previous Bargain and Sale for a Year, and being the Settlement made and executed in contemplation of the Marriage then intended to be and which was afterwards duly had and solemnized between the said *Thomas Charles Hornyold* and *Bridget Mary Weston*,) it was witnessed, that in consideration of the said intended Marriage, and for the other Considerations therein expressed, the said *Thomas Hornyold* and *Thomas Charles Hornyold* jointly directed, limited, and appointed, granted, bargained, sold, aliened, released, and confirmed, unto the said *John Webbe Weston* the younger and *Peregrine Towneley*, and their Heirs, all that the Manor or Lordship of *Hanley Castle* in the said County of *Worcester*, with their Rights, Royalties, Members, and Appurtenances; and all that Capital Messuage or Tenement situate, standing, and being within the Park commonly called *Blackmore Park* in the Parish of *Hanley Castle* aforesaid, wherein the said *Thomas Hornyold* did then dwell, with the Appurtenances, and all the Lands, Tenements, and Hereditaments situate and being within the Circuit or Compass of Ground called *Blackmore Park* aforesaid, or by whatsoever Name or Names the same or any of them were or had been called or known, situate, lying, and being within or near the several Parishes or Hamlets of *Hanley Castle* aforesaid and *Great Malvern*, both or one of them, in the said County of *Worcester*, then in the Occupation of the same *Thomas Hornyold*; and also all that Capital Messuage or Tenement called *Hanley Castle*, with the Buildings, Dovecot, Gardens, and Demesne Lands held therewith, then late in the Occupation of *John Thompson*, but then of the said *Thomas Charles Hornyold*; and also all that Messuage or Tenement, Farm, Lands, and Hereditaments situate, lying, and being in the Parish of *Hanley Castle* aforesaid, in the Occupation of *William Walker*, as Tenant to the said *Thomas Hornyold*; and also that other Messuage or Tenement, Two Cottages, Farm, Lands, and Hereditaments situate, lying, and being in the several Parishes of *Hanley Castle* and *Great Malvern*, in the Tenure of *John Benbow*, as Tenant to the said *Thomas Hornyold*; and also all that other Messuage or Tenement, Cottage, Farm, Lands, and Hereditaments situate, lying, and being in the Parish of *Hanley Castle* aforesaid, in the Tenure of *William Lucy*, as Tenant to the said *Thomas Hornyold*; and also that other Messuage or Tenement, Three Cottages, Farm, Lands, and Hereditaments situate, lying, and being in the Parish of *Hanley Castle* aforesaid, in the Tenure of *Thomas Taylor*; and also all that other Messuage or Tenement, One Cottage, Farm, Lands, and Hereditaments situate, lying, and being in *Hanley Castle* aforesaid, in the Tenure of *Enoch Lloyd*; and also all that other Messuage or Tenement, Farm, Lands, and Hereditaments situate, lying, and being in the Parish of *Hanley Castle* aforesaid,

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said, in the Tenure of *William Smith*; and also all that other Messuage or Tenement, Farm, Lands, and Hereditaments situate, lying, and being in the Parishes of *Hanley Castle* and *Upton-on-Severn* in the County of *Worcester* aforesaid, in the Tenure of *George Bick*; and also that other Messuage and Water Corn Grist Mill called *Hanley Castle Mill*, with the Lands held therewith, situate, lying, and being in the Parish of *Hanley Castle* aforesaid, in the Tenure of *Edward Perrins*; and also all that Wood and Woodground in *Hanley Castle* aforesaid called the *Cliff Wood*, with the Appurtenances, in the Occupation of the said *Thomas Hornyold*; and also all that Capital Messuage or Dwelling House called the *Wells House*, with the Outbuildings, Gardens, and Lands held therewith, situate in the Parish of *Hanley Castle* aforesaid, in the Occupation of *William Steers*; and also all those Messuages or Tenements, Buildings, Lands, and other Hereditaments situate, lying, and being in the Parish of *Hanley Castle* aforesaid, in the several Tenures or Occupations of *Samuel Essington*, *Elizabeth Barry*, and *Thomas Broadstock*; and also all that Barn, Stable, and several Pieces or Parcels of Land in *Hanley Castle* aforesaid, in the Tenure of *William Spencer*; and also all those Pieces or Parcels of Land in *Hanley Castle* aforesaid, in the Tenure or Occupation of *Philip Jackson*; and also all those several Cottages or Tenements, Gardens, and Lands situate, lying, and being in the Parish of *Hanley Castle* aforesaid, in the several Tenures or Occupations of *Philip Jackson*, *Joseph Green*, *John Bowen*, *Richard Hyde*, *John Hancocks*, *Edward Stanton*, and *Nash*, as Tenants to the said *Thomas Hornyold*; and also all that Messuage or Tenement, Farm, Lands, and Hereditaments situate, lying, and being in the Parish of *Leigh* in the said County of *Worcester*, in the Tenure of *Thomas Cresswell*; and also all that Capital Messuage or Tenement, Buildings, Farm, Lands, and Hereditaments situate, lying, and being in the Parish of *Great Malvern* aforesaid, in the Tenure of *John Surman* Esquire; and also all those several Pieces or Parcels of Land situate, lying, and being in the Parish of *Berrow* in the said County of *Worcester*, in the Tenure of *Richard Cocks* Esquire; and also all those other Pieces or Parcels of Land situate, lying, and being in the Parishes of *Great Malvern* aforesaid and *Mathon* in the said County of *Worcester*, in the Tenure of *John Dangerfield*; and also all that Cottage, Barn, and the several Pieces or Parcels of Land held therewith, situate, lying, and being in the Parish of *Little Malvern* in the County of *Worcester* aforesaid, for many Years past in the Tenure of *Thomas Hemming*, but then of his Representatives; and also all that other Messuage or Tenement, Farm, and Lands situate, lying, and being in the Parish of *Little Malvern* aforesaid and in the Parish of *Welland* in the said County of *Worcester*, in the Tenure of *William Sawford*; and also all that Messuage, Cottage, or Tenement called the *Warren House*, with the enclosed Grounds thereunto adjoining

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ing and belonging; and also all that Tract of Land and open unenclosed Ground commonly called the *Rabbit Warren*, and used for the breeding of Rabbits, containing, with the Site of the said Cottage or Tenement and enclosed Ground, One hundred and forty-one Acres or thereabouts (be the same little more or less), situate, lying, and being in the Parish of *Little Malvern* aforesaid, and then and for many Years last past in the Occupation of *William Mayall*, as Tenant to the said *Thomas Hornyold*; and also all that other Messuage or Tenement, Farm, Lands, and Hereditaments held therewith, situate, lying, and being in the Parishes of *Great Malvern* and *Leigh* aforesaid, in the Tenure of *Richard Spencer*; and also all those several Messuages or Tenements, Farms, Lands, and Hereditaments of them the said *Thomas Hornyold* and *Thomas Charles Hornyold*, situate, lying, and being in the Township of *Knightley* within the Parish of *Gnoshall* in the County of *Stafford*; (that is to say,) all that Messuage or Tenement, Farm, and Lands in the Tenure or Occupation of *Thomas Bentley*; and also all that other Messuage or Tenement, Farm, Lands, and Hereditaments in the Tenure of *Thomas Keen*; and also all that other Messuage or Tenement, Farm, Lands, and Hereditaments in the Tenure of *Margaret Roden*; and also all that other Messuage or Tenement, Farm, Lands, and Hereditaments in the Tenure of *Robert Longshale*; and also all that other Messuage or Tenement, in Two Dwellings, and the Lands held therewith, in the Tenure of *George Griffith*; and also all those several Cottages or Tenements, Gardens, and Lands in the respective Tenures of *John Malpas*, *James Burley*, *Charles Swan*, and *James Weston*, some or One of them, or of their Under-tenants; and all and singular other the Freehold Manors or Lordships, or reputed Manors or Lordships, Capital and other Messuages or Tenements, Mills, Lands, and Hereditaments whatsoever, in the said Counties of *Worcester* and *Stafford* or either of them, of or to which, at Law or in Equity, the said *Thomas Hornyold* and *Thomas Charles Hornyold*, or either of them, or any other Person or Persons in trust for them or either of them, were or was seised for an Estate of Inheritance in possession, reversion, remainder, or expectancy; to hold the same unto the said *John Webbe Weston* the younger and *Peregrine Towneley*, their Heirs and Assigns, to such and the same Uses as the same Manor and other Hereditaments did then stand limited, until the said intended Marriage should take effect, and after the Solemnization thereof, as to and concerning the Capital Messuage in the County of *Worcester* called *Hanley Castle*, with the Outbuildings, Lands, and Grounds thereto belonging, then in the Occupation of the said *Thomas Charles Hornyold*, and the Messuage or Tenement in the same County, with the Outbuildings, Lands, and Appurtenances thereunto belonging, then in the Occupation of *William Spencer*, to the Use of the said *Thomas Charles Hornyold* and his Assigns during the joint Lives of the said *Thomas Hornyold* and

*Thomas*

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*Thomas Charles Hornyold*, without Impeachment of Waste, with Remainder to the Use of the said *John Webbe Weston* the younger and *Peregrine Towneley*, and their Heirs, during the joint Lives of the said *Thomas Hornyold* and *Thomas Charles Hornyold*, upon trust to preserve contingent Remainders; and as to the said Manor or Lordship and Park, and all other the Capital and other Messuages, Farms, Lands, and Hereditaments, immediately after the Solemnization of the said intended Marriage, and also as to the said Capital Messuage, Farms, Lands, and Hereditaments therein-before limited in Use to the said *Thomas Charles Hornyold* and his Assigns, during the joint Lives of himself and the said *Thomas Hornyold* as aforesaid, immediately after the Decease of either of them, to the Use and Intent that the said *Thomas Charles Hornyold* and his Assigns should during the joint Lives of the said *Thomas Hornyold* and *Thomas Charles Hornyold*, and until the Twenty-ninth Day of *September* One thousand eight hundred and thirteen, receive an annual Rentcharge of Six hundred and sixty Pounds, and such further annual Rentcharge as should be equal to a clear Moiety of the full Increase of Rent which should from Time to Time be received from the several Farms in the County of *Worcester* in the Occupations of *William Lucy* and *John Benbow*, and which were then called the *Brick Barn Farm* and *Wood Farm*, and from the several Farms, Lands, and Hereditaments in the County of *Stafford*, over and above the several Rents then received for the said Farms respectively, the said annual Rentcharge of Six hundred and sixty Pounds and such further annual Rentcharge to be payable as in the said Indenture mentioned; and the same Indenture contained Powers of Distress and Entry and Perception of Rents and Profits of the said Hereditaments in case the said Rentcharges or either of them should be in arrear, as therein mentioned; and immediately after the Decease of the said *Thomas Charles Hornyold*, to the Use and Intent that the said *Bridget Mary Weston*, in case she should survive him, and her Assigns, should receive out of all the said Manor, during the joint Lives of herself and the said *Thomas Hornyold*, if he should be then living, and during the joint Lives of herself and *Teresa Hornyold*, the then Wife of the said *Thomas Hornyold*, or any after-taken Wife of the said *Thomas Hornyold*, if the said *Teresa Hornyold* or any such after-taken Wife should be then living, an annual Rentcharge of Five hundred Pounds, and if she should survive the said *Thomas Hornyold* and *Teresa* his Wife, and such after-taken Wife, then during her Life, an annual Rentcharge of Eight hundred Pounds for a Jointure and in bar of Dower, the said Rentcharges of Five hundred Pounds or Eight hundred Pounds to be payable and charged as in the said Indenture mentioned, which also contained Powers of Distress and Entry and Perception of Rents and Profits in case the same Rentcharges should be in arrear; and to the further Use that if the said *Thomas Charles*

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*Hornyold* should die in the Lifetime of the said *Thomas Hornyold*, leaving Issue of his Body on the Body of the said *Bridget Mary Weston* lawfully begotten One or more Son or Sons who should attain Twenty-one Years, then the eldest or only Son for the Time being of the said Marriage who should attain the Age of Twenty-one Years should, after the Decease of the said *Thomas Charles Hornyold*, and after he should have attained his Age of Twenty-one Years, and during the joint Lives of the said *Thomas Hornyold* and such eldest or only Son for the Time being, take an annual Rentcharge of Four hundred and fifty Pounds, to be payable and recoverable as in the said Indenture mentioned; and, so subject and chargeable, to the Use of the said *William Thomas Salvin* and *Charles Bodenham*, their Executors, Administrators, and Assigns, for Three hundred Years, to commence from the Solemnization of the said Marriage, upon the Trusts therein-after declared; and after the Expiration or other sooner Determination of the same Term, and subject thereto, to the Use of the said *Edward Wright* and *Charles Hanford*, their Executors, Administrators, and Assigns, for Seven hundred Years, to commence from the Solemnization of the said Marriage, upon the Trusts therein-after declared; and after the Expiration or other sooner Determination of the same Term, to the Use of the said *Thomas Hornyold* and his Assigns for his Life, without Impeachment of or for any Manner of Waste, and with such Powers of leasing and other Powers as are therein mentioned; with Remainder to the Use of the said *Thomas Charles Hornyold* and his Assigns for his Life, without Impeachment of or for any Manner of Waste, and with full Power to commit Waste, with such Powers of leasing and other Powers as are therein contained; with Remainder to the Use of the said *John Webbe Weston* the younger and *Peregrine Towneley*, and their Heirs, upon trust to support contingent Remainders; and after the Decease of the Survivor of the said *Thomas Hornyold* and *Thomas Charles Hornyold*, to the Use of the First Son of the Body of the said *Thomas Charles Hornyold* on the Body of the said *Bridget Mary Weston* to be begotten, and the Heirs Male of the Body of such First Son lawfully issuing; and for default of such Issue, to the Use of the Second, Third, Fourth, Fifth, and all and every other the Son and Sons of the Body of the said *Thomas Charles Hornyold* on the Body of the said *Bridget Mary Weston* to be begotten, whether born in the Lifetime of the said *Thomas Charles Hornyold* or after his Decease, severally, successively, and in remainder one after another as they and every of them should happen to be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body lawfully issuing being always to be preferred and to take before the younger of the same Sons and the Heirs Male of his and their Body and Bodies lawfully issuing; and for default of such Issue to

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the Use of such Person and Persons, and for such Estates and Purposes, and with and subject to such Powers, Provisoes, Limitations, Declarations, and Agreements, as the said *Thomas Hornyold* and *Thomas Charles Hornyold* should, by any Deed or Instrument in Writing, as therein mentioned, jointly direct or appoint; and in default of such Appointment, and so far as the same should not extend, to the Use of the First and other Sons of the Body of the said *Thomas Charles Hornyold* on the Body of any Woman or Women he might marry after the Death of the said *Bridget Mary Weston* lawfully to be begotten, whether born in the Lifetime of the said *Thomas Charles Hornyold* or after his Decease, severally, successively, and in remainder one after another as they and every of them should be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body issuing to be always preferred and to take before the younger of the same Sons and the Heirs Male of his and their Body and Bodies issuing; and for default of such Issue to the Use of the right Heirs of the said *Thomas Hornyold* for ever; and in the said Indenture of Release and Settlement was contained a Declaration that the said Manor and other Hereditaments were so limited to the said *William Thomas Salvin* and *Charles Thomas Bodenham*, their Executors, Administrators, and Assigns, for the said Term of Three hundred Years, upon trust for better securing to the said *Thomas Charles Hornyold* and his Assigns, during the joint Lives of the said *Thomas Hornyold* and *Thomas Charles Hornyold*, the Payment of the said yearly Rentcharge of Six hundred and sixty Pounds, and the further Rentcharge so limited to him as aforesaid (which Rentcharges respectively ceased to be raiseable on the Death of the said *Thomas Hornyold*, as herein-after mentioned); and after the Decease of the said *Thomas Charles Hornyold*, in case the said *Bridget Mary Weston* should survive him (which Event did not happen), for better securing to her and her Assigns for her Life the Payment of the said Rentcharge of Five hundred Pounds or Eight hundred Pounds, as the Case might be, and likewise for better securing to such eldest or only Son for the Time being of the said intended Marriage (but of which there was no Issue, as herein-after mentioned,) who should have attained the Age, of Twenty-one Years, as therein mentioned, the Payment of the said Rentcharge of Four hundred and fifty Pounds, with the usual Powers of Distress and Entry and Perception of Rents and Profits in case the said several Rentcharges or any of them should be in arrear, as therein mentioned (which Term of Three hundred Years hath determined, pursuant to the Terms of the Proviso for Cesser thereof contained in the same Indenture); and in such Indenture there was also contained a Declaration that the said Term of Seven hundred Years was so limited to the said *Edward Wright* and *Charles Hanford*,  
their

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their Executors, Administrators, and Assigns, upon certain Trusts for raising Portions for the younger Child or Children of the Body of the said *Thomas Charles Hornyold* on the Body of the said *Bridget Mary Weston* begotten, but which Trusts have become incapable of being performed by reason of the Death of the said *Bridget Mary Weston* without Issue, and the said Term of Seven hundred Years hath accordingly become void, pursuant to the Proviso for Cesser thereof therein-after contained; and in the said Indenture there was also contained a Power for the said *Thomas Hornyold*, by Deed or Will, subject as and in manner therein mentioned, to appoint a further Rentcharge, not exceeding Three hundred Pounds *per Annum*, for the Use of the said *Teresa* his Wife, in augmentation of her Jointure, which Power the said *Thomas Hornyold* exercised by his Will, as herein-after mentioned, but which Rentcharge hath ceased by the Death of the said *Teresa Hornyold*; and there was also contained in the said Indenture a Power for the said *Thomas Hornyold*, by Deed or Will, to charge the said Manors and other Hereditaments (subject and without Prejudice as therein mentioned) with any Sum or Sums of Money, not exceeding in the whole Sixteen thousand Pounds, for his own Benefit, which Power the said *Thomas Hornyold* did not exercise; and there was also contained in the same Indenture a Power for the said *Thomas Charles Hornyold*, if he should survive the said *Bridget Mary* his Wife (subject as and in manner therein mentioned), to appoint a Rentcharge not exceeding Eight hundred Pounds a Year by way of Jointure for any Woman or Women he might marry after the Decease of the said *Bridget Mary Weston* his Wife (which Power the said *Thomas Charles Hornyold* hath exercised, as herein-after mentioned); and in the same Indenture there was contained a Power for the said *Thomas Charles Hornyold*, in case of the Death of the said *Bridget Mary Weston* in his Lifetime (subject as and in manner therein mentioned), to charge the said Manors and other Hereditaments with any Sum not exceeding Four thousand Pounds for the Portion or Portions of any Child or Children of the Body of the said *Thomas Charles Hornyold* to be begotten on the Body of any Woman or Women whom he might marry after the Decease of the said *Bridget Mary Weston*, which Power hath not been exercised; and in the same Indenture there was contained a Power for the said *Thomas Charles Hornyold*, in case he should survive the said *Thomas Hornyold*, and the said *Thomas Hornyold* should not have charged the said Manor and other Hereditaments with the Payment of the full Sum of Sixteen thousand Pounds, pursuant to the Power herein-before referred to (but subject and without Prejudice as aforesaid), to charge all or any Part of the said Manor and other Hereditaments with the Payment of the whole or of so much of the said Sum of Sixteen thousand



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thousand Pounds as should not have been charged by the said *Thomas Hornyold*, in pursuance of the said Power, for his the said *Thomas Charles Hornyold's* own Use, and which Power the said *Thomas Charles Hornyold* hath fully exercised, as herein-after mentioned; and in the said Indenture there was also contained a Power for the said *Thomas Hornyold* and *Thomas Charles Hornyold*, when they should respectively be in possession of the said Manor and other Hereditaments, and after the Decease of the Survivor of them for the said *John Webbe Weston* the younger and *Peregrine Towneley*, and the Survivor of them, as therein mentioned, to demise or lease all or any Part of the said Manor and other Hereditaments for any Term not exceeding Twenty-one Years, to take effect in possession, in manner therein expressed; but there is no further or other Power to lease: And whereas the Marriage of *Thomas Hornyold* with *Teresa Fitzherbert* Spinster was duly solemnized on the Sixteenth Day of *October* One thousand seven hundred and eighty-six, and there was Issue of such Marriage Three Children only; *videlicet*, *Maria Hornyold*, *Teresa Hornyold*, and the said *Thomas Charles Hornyold*: And whereas the Marriage between the said *Thomas Charles Hornyold* and *Bridget Mary Weston* was duly solemnized in the Month of *November* in the Year One thousand eight hundred and twelve: And whereas the said *Thomas Hornyold* duly made and published his last Will and Testament in Writing, bearing Date the Nineteenth Day of *December* One thousand eight hundred and thirteen, whereby, after giving certain Legacies and an Annuity (which hath long ceased to be payable), and, in exercise of the herein-before recited Power, charging the said Manor and other Hereditaments with a further Rentcharge of Three hundred Pounds to his Wife *Teresa Hornyold*, in case she should survive him, and limiting a Term of One hundred Years to Trustees for better securing the Payment of the said Rentcharge (and which Term hath ceased by reason of the Death of the said *Teresa Hornyold*, and pursuant to the Proviso for Determination thereof contained in the same Will), the Testator devised and bequeathed unto his Son the said *Thomas Charles Hornyold* all the Residue of his Estates, both Real and Personal, (subject, as to his Personal Estate, to the Payment of the said Legacies, and the Testator's Debts and Funeral Expenses,) to hold to the said *Thomas Charles Hornyold*, his Heirs, Executors, Administrators, and Assigns, for ever, according to the Nature and Quality of the same Estates respectively; and the Testator appointed the said *Thomas Charles Hornyold* Executor of his said Will: And whereas the said *Thomas Hornyold* died in the Month of *January* in the Year One thousand eight hundred and fourteen, without having in anywise revoked or altered his said Will, leaving the said *Teresa Hornyold* and *Maria Hornyold*, *Teresa*

Will of Thomas Hornyold, dated 19th December 1813.

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*Gandolfi* and *Thomas Charles Hornyold*, his only Children him surviving; and the said recited Will was duly proved by the said *Thomas Charles Hornyold* in the Prerogative Court of the Archbishop of *Canterbury* on the Eighth Day of *February* in the Year One thousand eight hundred and fourteen: And whereas the said *Teresa Hornyold*, the Widow of the said *Thomas Hornyold*, died in the Month of *November* in the Year One thousand eight hundred and fifteen: And whereas the said *Bridget Mary Hornyold*, the Wife of the said *Thomas Charles Hornyold*, died in the Month of *February* in the Year One thousand eight hundred and twenty-seven, without leaving any Issue: And whereas such Parts of the Hereditaments comprised in the said recited Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve as were situate in the County of *Stafford* were in the Month of *January* One thousand eight hundred and twenty sold by the said *John Webbe Weston* the younger and *Peregrine Towneley*, in pursuance of a Power for that Purpose contained in the said Indenture of Settlement, to the Right Honourable *William Viscount Anson*, for the Sum of Twenty-six thousand five hundred Pounds, and Part of the Monies arising from the said Sale were laid out by them the said *John Webbe Weston* the younger and *Peregrine Towneley* in the Purchase of divers Messuages, Cottages, Lands, and Hereditaments in the said County of *Worcester*, which were duly conveyed and settled to and for the Uses and Purposes by the said Indenture of the Twenty-fourth Day of *October* One thousand eight hundred and twelve declared concerning the Hereditaments so sold: And whereas by an Indenture bearing Date the Twenty-fifth Day of *March* One thousand eight hundred and twenty, and made between the said *Thomas Charles Hornyold* of the First Part, *James Bowyer* of the Second Part, *William Dillon* of the Third Part, the said *John Webbe Weston* the younger and *Peregrine Towneley* of the Fourth Part, and the said *Charles Hanford* of the Fifth Part, the Hereditaments then subject to the Uses of the Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve were, in consideration of the Sum of Sixteen thousand Pounds paid by the said *John Webbe Weston* the younger and *Peregrine Towneley* out of Monies which had arisen by the Sale of the said Hereditaments so sold as aforesaid, to and by the Direction of the said *Thomas Charles Hornyold*, as therein mentioned, charged by the said *Thomas Charles Hornyold*, in pursuance of his said Power in that Behalf, with the Payment to the said *John Webbe Weston* the younger and *Peregrine Towneley* of the Sum of Sixteen thousand Pounds and Interest, and were limited and appointed to and in trust for them, for certain Terms of Years, for securing the Payment of such Sum and Interest: And whereas by an Indenture bearing Date the Seventeenth Day of

Indenture,  
dated 25th  
March 1820.

Indenture,  
dated 17th  
October  
1821.

of

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of *October* One thousand eight hundred and twenty-one, and made between the said *Thomas Charles Hornyold* of the one Part, and *Moses Levy* Gentleman of the other Part, in consideration of Twenty thousand two hundred Pounds to the said *Thomas Charles Hornyold* then paid by the said *Moses Levy*, the said *Thomas Charles Hornyold* covenanted with the said *Moses Levy* that in case the said *Thomas Charles Hornyold* should survive the said *John Webbe Weston* the elder, he the said *Thomas Charles Hornyold* would, upon such the Decease of the said *John Webbe Weston* the elder, leaving the said *Thomas Charles Hornyold* surviving, pay unto the said *Moses Levy* the Principal Sum of Thirty-seven thousand two hundred and ten Pounds, with Interest at Five Pounds *per Centum per Annum* from the Day of such Decease of the said *John Webbe Weston* the elder, up to the Time of paying such Principal Sum; and by the same Indenture the said *Thomas Charles Hornyold* demised unto the said *Moses Levy* the Manor, Messuages, Farms, Lands, and Hereditaments situate in the said County of *Worcester* comprised in the said Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, and all Manors, Capital and other Messuages, Mills, Farms, Lands, Tenements, Rents, Tithes, and Hereditaments whatsoever, situate lying, and being or arising in or within the Counties of *Gloucester* and *Worcester* or either of them, or elsewhere, whereof, wherein, or whereunto the said *Thomas Charles Hornyold* was seised, interested, or entitled, either at Law or in Equity, for any Estate or Interest of Freehold and Inheritance, or of Freehold only, and whether in possession, reversion, remainder, or expectancy, and all Hereditaments which should be purchased or received in Exchange, pursuant to any Power contained in the aforesaid Indenture of Settlement, and all Dividends and Interest to arise from such Sum and Sums of Money (and from the Stocks, Funds, and Securities in or on which the same Sum and Sums of Money was or were or should be laid out or invested) as had arisen or should arise from the Sale of any Lands, Tenements, or Hereditaments comprised in the said Indenture of Settlement, to hold the said Manors and Hereditaments unto the said *Moses Levy*, his Executors, Administrators, and Assigns, thenceforth for the Term of Five hundred Years, subject to the Proviso for the Determination thereof contained in the Indenture in recital: And whereas by a Deed Poll under the Hand and Seal of the said *Thomas Charles Hornyold*, bearing Date the Third Day of *April* One thousand eight hundred and twenty-two, in consideration of Two thousand Pounds to the said *Thomas Charles Hornyold* then paid by the said *Moses Levy*, the said *Thomas Charles Hornyold* covenanted with the said *Moses Levy*, his Executors, Administrators, and Assigns, that in case the said *Thomas Charles Hornyold* should happen to survive

Deed Poll,  
dated  
3d April  
1822.

*Hornyold's Estate Act, 1854.*

survive the said *John Webbe Weston* the elder, then the said *Thomas Charles Hornyold* would, upon the Decease of the said *John Webbe Weston* the elder, leaving the said *Thomas Charles Hornyold* surviving, pay unto the said *Moses Levy*, his Executors, Administrators, or Assigns; the Principal Sum of Three thousand six hundred and eighty-four Pounds, and Interest on the same Principal Sum at the Rate aforesaid, computed from the Day of such the Decease of the said *John Webbe Weston* the elder, up to the Time of paying such Principal Sum; and by the now-reciting Deed Poll the said *Thomas Charles Hornyold* demised unto the said *Moses Levy*, his Executors, Administrators, and Assigns, the Manors, Capital and other Messuages, Lands, Tenements, Tithes, and Hereditaments by the said Indenture of the Seventeenth Day of *October* One thousand eight hundred and twenty-one demised, with the Appurtenances, and the Dividends and Interest by the same Indenture assigned, to hold the same Manors and Hereditaments unto the said *Moses Levy*, his Executors, Administrators, and Assigns, for the said Term of Five hundred Years, upon the Trusts therein declared for securing the Sum of Three thousand six hundred and eighty-four Pounds and Interest:

Indentures,  
dated 2d and  
3d April  
1822.

And whereas by Indenture of Lease and Release dated respectively the Second and Third Days of *April* One thousand eight hundred and twenty-two, the Release being made between *William Saunders* Gentleman of the First Part, the said *Thomas Charles Hornyold* of the Second Part, the said *Moses Levy* of the Third Part, and *Lewis Harris* Coal Merchant of the Fourth Part, after reciting certain Indentures of Lease and Release dated respectively the Thirty-first Day of *October* and the First Day of *November* One thousand eight hundred and fourteen, and made between the said *Thomas Charles Hornyold* (therein called *Thomas Hornyold*) of the one Part, and *John Fitzherbert* Esquire of the other Part, whereby, in consideration of Two thousand two hundred Pounds to the said *Thomas Charles Hornyold* paid by the said *John Fitzherbert*, those Pieces of Land situate in the Parish of *Upton-on-Severn* in the said County of *Worcester*, (that is to say,) *Eighteen Acre Field*, Eleven Acres One Rood and Thirty Perches, *Middle Eighteen Acre*, Eleven Acres and Twenty Perches; *East Eighteen Acre*, Twelve Acres and Thirteen Perches, *Seven Acre Meadow*, Eight Acres and Three Roods, *Twelve Acre*, Eight Acres Three Roods and Sixteen Perches, *Ten Acre*, Six Acres and Two Roods, and *Three Acres*, Two Acres, and those Two Pieces of Woodland situate in the Parish of *Berrow* in the said County of *Worcester*, called or known by the Names of *Upper Casson Park Wood*, containing Two Acres One Rood and Ten Perches, and *Winter Corn Piece*, containing Eight Acres Three Roods and Twenty-nine Perches, and those several Pieces of Land situate in the Parish of *Broomsberrow* in the County of *Gloucester*, (that is to

to

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to say,) *Nearer Cole Hill*, Five Acres Three Roods and Twelve Perches, *Lower Cole Hill*, Four Acres, *Cole Hill*, Four Acres Three Roods and Ten Perches, *Cole Hill Meadow*, Two Acres One Rood and Three Perches, and *Upper Cole Hill*, Two Acres Two Roods and Twenty-four Perches, and that Piece of Woodland situate in the Parish of *Broomsberrow* aforesaid called *Cole Hill Wood*, containing by Admeasurement Seven Acres Two Roods and Six Perches, or thereabouts, in the Occupation of the said *Thomas Charles Hornyold*, and those several Pieces of Arable and Pasture Land situated in the Parishes of *Mathon* and *Cradley*, or one of them, in the County of *Hereford*, called *Daunks*, in the Tenure of *William Pillow*, containing together Eleven Acres and Eleven Perches, were conveyed and assured by the said *Thomas Charles Hornyold* unto and to the Use of the said *John Fitzherbert*, his Heirs and Assigns for ever, upon Trusts for Sale, in manner therein mentioned, for securing the said Two thousand two hundred Pounds, and the Interest thereof; and reciting that no Sale had been made under the said Trusts, and that the said *Thomas Charles Hornyold*, by sundry Payments to the said *John Fitzherbert*, had reduced the said Principal Sum of Two thousand two hundred Pounds to One thousand Pounds only; and reciting that by an Indenture bearing Date the Twenty-fifth Day of *March* One thousand eight hundred and twenty-one, made between the said *John Fitzherbert* of the First Part, the said *Thomas Charles Hornyold* of the Second Part, and the said *William Saunders* the younger (therein called *William Saunders*) of the Third Part, in consideration of One thousand Pounds to the said *John Fitzherbert* then paid by the said *William Saunders* the younger, by Direction of the said *Thomas Charles Hornyold*, in full Discharge of all Principal Monies and Interest due to the said *John Fitzherbert* on the said recited Security as aforesaid, the said *John Fitzherbert* did bargain, sell, and release, and the said *Thomas Charles Hornyold* did confirm unto the said *William Saunders* the younger and his Heirs and Assigns, the Closes of Land and Hereditaments conveyed by the said Indentures of Lease and Release of the Thirty-first of *October* and the First of *November* respectively in the Year One thousand eight hundred and fourteen, with their Appurtenances, to hold the same unto and to the Use of the said *William Saunders* the younger, his Heirs and Assigns for ever, to such Uses, upon such Trusts, and for such Purposes as were contained and declared in the said Indenture of the First of *November* One thousand eight hundred and fourteen, so far as the same related to the said One thousand Pounds and Interest, Remainder of the said Sum of Two thousand two hundred Pounds and Interest; and reciting that by an Indenture of Lease dated the Fifteenth Day of *September* One thousand seven hundred and sixty, and made between *William Warburton* Esquire of the one

[*Private.*] Part,

*Hornyold's Estate Act, 1854.*

Part, and *John Spencer*, therein described, of the other Part, the said *William Warburton*, for the Considerations therein expressed, did demise unto the said *John Spencer* all that Messuage or Farm commonly called the *Brick Farm*, situate at the Top of the *Link* in the Parishes of *Great Malvern* and *Leigh* in the said County of *Worcester*, theretofore in the Occupation of *John Page*, and then in the Occupation of the said *John Spencer*, and also all that Piece of Ground upon *Malvern Hills*, then of the said *William Warburton*, being Parcel of the Lands called the *King's Third* of *Malvern Chase*, and the Piece called the *North Hill Piece*, lying on the West or Western Side of *Malvern Hills* aforesaid, in the Parishes of *Mathon* and *Leigh* and of *Cradley* and *Great Malvern* in the said Counties of *Hereford* and *Worcester*, to hold the same to the said *John Spencer*, his Executors, Administrators, and Assigns, from the Second Day of *February* then last for the Term of Ninety-nine Years, at the yearly Rent of Forty Pounds, payable half-yearly; and after divers other Recitals, whereby it appeared that the Messuage, Farm Lands, and Premises comprised in the said Indenture of Lease of the Fifteenth Day of *September* One thousand seven hundred and sixty had become vested in the said *William Saunders* for the Residue of the said Term of Ninety-nine Years by way of Mortgage, for securing Two several Sums of One thousand Pounds each and Interest, with the Equity of Redemption to the said *Thomas Charles Hornyold*, and whereby it also appeared that the said *Thomas Charles Hornyold* had conveyed the Reversion or Remainder expectant on the Determination of the several particular Estates limited or created by his Marriage Settlement of and in the said Hereditaments called the *Brick Farm*, and the Lands therein-after described, Part of the *King's Third* of *Malvern Chase*, and the Cottage and Land therein-after described as being in the Occupation of *Charles Weaver*, unto and to the Use of the said *William Saunders*, his Heirs and Assigns for ever, for better securing the said Two Principal Sums of One thousand Pounds each, and Interest thereon as aforesaid, and subject thereto upon trust for the said *Thomas Charles Hornyold*, his Heirs and Assigns; and after reciting the said Indenture of the Seventeenth Day of *October* One thousand eight hundred and twenty-one, and the said Deed Poll of the Third Day of *April* One thousand eight hundred and twenty-two, it was by the now-recited Indenture of Release of the Third Day of *April* One thousand eight hundred and twenty-two witnessed, that in consideration of the Sum of Three thousand Pounds to the said *William Saunders* paid by the said *Thomas Charles Hornyold*, he the said *William Saunders* (by the Direction of the said *Thomas Charles Hornyold*, and on the Nomination of the said *Moses Levy*,) bargained, sold, and released, and the said *Thomas Charles Hornyold* granted, released, and confirmed unto the said *Lewis Harris*, his Heirs and Assigns,

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Assigns, the said Seven Closes of Land therein-before described, situate in *Upton-on-Severn* aforesaid, containing in the whole Sixty Acres Two Roods and Thirty-nine Perches, and called the *Hook Farm*, and then in the Occupation of *Thomas Higgins* as the Assignee of *Thomas Hussey*, to whom the same were leased by *William Warburton* Esquire, by an Indenture dated the Twenty-fifth Day of *June* One thousand seven hundred and sixty-five, for the Term of Ninety-nine Years from *Michaelmas* Day then next, at the yearly Rent of Thirty Pounds, and also the aforesaid Pieces of Woodland situate in the Parish of *Berrow* aforesaid, called *Upper Casson Park Wood* and *Wintercorne Piece*, with the Timber and other Trees growing thereon, and the said Closes of Land therein-before described in the Parish of *Broomsberrow* aforesaid, then or late in the Tenure of *Richard Knight*, as Tenant to the said *Thomas Charles Hornyold*, at the yearly Rent of Fifteen Pounds, and the said Piece of Land in *Broomsberrow* aforesaid, called *Cole Hill Wood*, with the Timber and other Trees growing thereon, and the said Pieces of Land in *Mathon* and *Cradley* aforesaid, or one of them, then or late in the Occupation of the said *William Pillow*, at the yearly Rent of Nine Pounds Nine Shillings, and all other Lands, Tenements, or Hereditaments (if any) conveyed by the said Indentures of Lease and Release of the Thirty-first Day of *October* and the First Day of *November* One thousand eight hundred and fourteen, to hold the same unto and to the Use of the said *Lewis Harris*, his Heirs and Assigns for ever; and it was further witnessed, that for the Considerations aforesaid the said *William Saunders*, by the Direction of the said *Thomas Charles Hornyold*, and on the Nomination of the said *Moses Levy*, assigned unto the said *Lewis Harris*, his Executors, Administrators, and Assigns, the said Messuage, Farm, Pieces of Land, and Premises comprised in the said Indenture of the Fifteenth Day of *September* One thousand seven hundred and sixty, to hold the same unto the said *Lewis Harris*, his Executors, Administrators, and Assigns, for the then Residue of the said Term of Ninety-nine Years granted by the same Indenture of Lease, subject to the Rent thereby reserved; and it was further witnessed, that for the Considerations aforesaid the said *William Saunders*, by the Direction of the said *Thomas Charles Hornyold*, and on the Nomination of the said *Moses Levy*, granted, bargained, and sold, and the said *Thomas Charles Hornyold* (on the like Nomination) granted, bargained, sold, and confirmed unto the said *Lewis Harris*, his Heirs and Assigns, the Reversion or Remainder in Fee Simple expectant on the Determination of the several particular Estates limited or created by the said Settlement made on the Marriage of the said *Thomas Charles Hornyold*, and all and every other the Reversion and Remainder of the said *William Saunders* and *Thomas Charles Hornyold*, and each  
or

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or either of them, in all the said Messuage, Farm, and Hereditaments called the *Brick Farm*, situate in the Parishes of *Great Malvern* and *Leigh* in the said County of *Worcester*, and then or late in the Occupation of *James Bellers*, at the yearly Rent of One hundred and fifty Pounds, and those Pieces of Land situate on the *Malvern Hills* and open to the Waste Land of the said Hills in the Parishes of *Mathon* and *Leigh*, and of *Cradley* and *Great Malvern*, or one of them, in the said Counties of *Hereford* and *Worcester*, and anciently Part of the Lands called the *King's Third of Malvern Chase*, and all that Cottage, with the Garden and Three Pieces of enclosed Pasture Land thereunto adjoining, situate at the Bottom of the *Link Common* in the Parishes of *Great Malvern* and *Leigh* aforesaid, or one of them, and then or then late in the Occupation of the said *Charles Weaver*, at the yearly Rent of Twelve Pounds, to hold the same unto and to the Use of the said *Lewis Harris*, his Heirs and Assigns for ever; and it was thereby declared, that the said *Lewis Harris*, his Heirs, Executors, Administrators, and Assigns respectively, should stand seised and possessed of the said Farm, Lands, Hereditaments, and Premises therein-before first recited, and the said Farm, Lands, Hereditaments, and Premises therein-before assigned, and the said Reversions, Remainders, and Premises lastly thereby granted, upon the same or like Trusts for securing unto the said *Moses Levy*, his Executors, Administrators, and Assigns, the said several Principal Sums of Thirty-seven thousand two hundred and ten Pounds and Three thousand six hundred and eighty-four Pounds, and Interest thereon, as by the said Indenture of the First Day of *November* One thousand eight hundred and fourteen were declared concerning the said Farm, Lands, and Hereditaments thereby released, for securing unto the said *John Fitzherbert* the said Principal Sum of Two thousand two hundred Pounds and Interest thereon, or as near thereto as the different Times of Payment and other Circumstances would permit: And whereas by an Indenture bearing Date the Twenty-seventh Day of *May* One thousand eight hundred and twenty-two, and made between the said *Thomas Charles Hornyold* of the First Part, the said *Moses Levy* of the Second Part, and *Marcus Norden* of the Third Part, the Messuage, Cottage, Farm, and Hereditaments situate in the Parish of *Hanley Castle* in the said County of *Worcester*, then lately purchased under the Trusts of the said Indenture of Settlement from one *Thomas Williams*, and all other Hereditaments which since the Date and Execution of the said Indenture of the Seventeenth Day of *October* One thousand eight hundred and twenty-one had been purchased under the Trusts of the said Indenture of Settlement, were demised by the said *Thomas Charles Hornyold* unto the said *Moses Levy*, his Executors, Administrators, and Assigns, thenceforth for the Term of Ninety-nine Years, if the said *Thomas Charles Hornyold* should

Indenture,  
dated 27th  
May 1822.



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should so long live, without Impeachment of Waste, upon like Trusts for securing the said several Sums of Thirty-seven thousand two hundred and ten Pounds and Three thousand six hundred and eighty-four Pounds, and Interest thereon respectively, as by the said Indenture of the Seventeenth Day of *October* One thousand eight hundred and twenty-one were declared concerning the Hereditaments thereby demised, or as near thereto as Circumstances would permit; and by the now-recited Indenture the said *Thomas Charles Hornyold* granted unto the said *Marcus Norden* and his Heirs the Reversion and Remainder in Fee Simple by the said Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve limited in Use to the right Heirs of the said *Thomas Hornyold* (then deceased) for ever of and in the Manor, Messuages, and Hereditaments in the County of *Worcester* by the said Indenture of Settlement appointed, with their Appurtenances, and the Reversions or Remainders in Fee Simple expectant and to take effect in possession upon or after the Determination of the several particular Estates limited by or by Reference to the said Indenture of Settlement of and in the said Messuage, Cottage, Farm, and Hereditaments in the now-recited Indenture particularly described as aforesaid, and of and in all other Messuages, Lands, and Tenements purchased pursuant to the said Indenture of Settlement, to hold the same Reversions or Remainders unto and to the Use of the said *Marcus Norden*, his Heirs and Assigns for ever, upon, with, and subject to the like Trusts, Powers, and Provisoes for securing the said Sums of Thirty-seven thousand two hundred and ten Pounds and Three thousand six hundred and eighty-four Pounds, and Interest thereon, as by the said Indenture of the Seventeenth Day of *October* One thousand eight hundred and twenty-one was declared concerning the said Term of Five hundred Years thereby created: And whereas by an Indenture dated the Seventeenth Day of *November* One thousand eight hundred and twenty-three, and made between the said *Thomas Charles Hornyold* and *Bridget Mary* his Wife of the First Part, the said *Moses Levy* of the Second Part, the said *Marcus Norden* of the Third Part, the said *William Saunders* of the Fourth Part, and *John Wright*, *Edward Wright*, and *William Witham*, Esquires, of the Fifth Part, after reciting certain Deeds and Facts herein-before stated and recited, and reciting certain Indentures of Lease and Release dated respectively the Thirteenth and Fourteenth Days of *June* One thousand eight hundred and twenty-three, the Release being made between *Philip Jackson* of the First Part, *John Callow* of the Second Part, the said *Thomas Charles Hornyold* of the Third Part, and the said *John Webbe Weston* the younger and *Peregrine Towneley* of the Fourth Part, whereby several Pieces of Land and other Hereditaments situate in *Pikerend* or *Pikenend Street* in

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the said Parish of *Hanley Castle* were conveyed unto the said *John Webbe Weston* the younger and *Peregrine Towneley*, their Heirs and Assigns, to the same Uses as by the said Indenture of Settlement were declared concerning the Hereditaments thereby made saleable, it was by the now-recited Indenture of the Seventeenth Day of *November* One thousand eight hundred and twenty-three witnessed, that for the Considerations therein expressed the said *Thomas Charles Hornyold* demised unto the said *Moses Levy*, his Executors, Administrators, and Assigns, the Manors or Lordships, Messuages, Lands, and Hereditaments demised by the said several Indentures of the Seventeenth Day of *October* One thousand eight hundred and twenty-one and the Twenty-seventh Day of *May* One thousand eight hundred and twenty-two, also the said Pieces of Land and Hereditaments conveyed by the said Indentures of Lease and Release of the Thirteenth and Fourteenth Days of *June* then last, also the Interest and Dividends by the said Indenture of the Seventeenth Day of *October* One thousand eight hundred and twenty-one assigned, particularly of a certain Sum of Nine thousand five hundred and seventy-five Pounds Consolidated Three *per Centum* Annuities, therein mentioned, to hold the said Manors and other Hereditaments and Premises unto the said *Moses Levy*, his Executors, Administrators, and Assigns, as to such of the said Hereditaments and Premises as were demised by the said Indenture of the Seventeenth Day of *October* One thousand eight hundred and twenty-one, for the then Residue of the said Term of Five hundred Years, and as to such of the said Hereditaments and Premises as were demised by the said Indenture of the Twenty-seventh Day of *May* One thousand eight hundred and twenty-two for the then Residue of the said Term thereby created of Ninety-nine Years, if the said *Thomas Charles Hornyold* should so long live, and as to the said Pieces of Land, Hereditaments, and Premises conveyed by the said Indentures of Lease and Release of the Thirteenth and Fourteenth Days of *June* then last for the Term of Ninety-nine Years, to be computed from the Day before the Date of the now-recited Indenture, if the said *Thomas Charles Hornyold* should so long live, without Impeachment of Waste, and as to the said Interest and Dividends, thenceforth during the Life of the said *Thomas Charles Hornyold*, and as to all the said Manors, Hereditaments, Interest, Dividends, and Premises, upon and subject to the same or like Trusts, Powers, and Provisions, for securing unto the said *Moses Levy*, his Executors, Administrators, and Assigns, the said several Principal Sums of Thirty-seven thousand two hundred and ten Pounds and Three thousand six hundred and eighty-four Pounds, and Interest thereon, as by the said Indenture of the Seventeenth Day of *October* One thousand eight hundred and twenty-one were declared concerning the Hereditaments thereby demised

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demised for securing the said Principal Sum of Thirty-seven thousand two hundred and ten Pounds, and Interest thereon; and it was further witnessed, that for the Considerations therein-before expressed the said *Thomas Charles Hornyold* assigned unto the said *Moses Levy*, his Executors, Administrators, and Assigns, the said Sum of Nine thousand five hundred and seventy-five Pounds Consolidated Three *per Centum* Annuities then standing in the Names of the said *Peregrine Towneley* and *John Webbe Weston* the younger in the proper Transfer Books of the Bank of *England*, as being Trustees under the said Indenture of Settlement, also all other Annuities, Stocks, Funds, and Securities in and upon which the Monies arisen from the Sale of any of the Hereditaments comprised in the said Indenture of Settlement had been invested, to hold and take the same unto the said *Moses Levy*, his Executors, Administrators, and Assigns, thenceforth for ever, nevertheless subject to such Trusts or Limitations in favour of the Wife or any of the Children of the said *Thomas Charles Hornyold* as the same Premises were respectively subject to by virtue of the Trusts of his aforesaid Marriage Settlement, and also upon and subject to like Trusts and Powers for securing unto the said *Moses Levy*, his Executors, Administrators, and Assigns, the said Principal Sums of Thirty-seven thousand two hundred and ten Pounds and Three thousand six hundred and eighty-four Pounds, and Interest thereon, as by the said Indenture of the Seventeenth Day of *October* One thousand eight hundred and twenty-one were declared of the Hereditaments thereby demised for the Purpose of securing the said Sum of Thirty-seven thousand two hundred and ten Pounds, and Interest thereon, or as near thereto as the different legal Qualities thereof and the Difference of the respective Estates and Interests would admit of; and it was further witnessed, that in consideration of the Premises the said *Thomas Charles Hornyold*, on the Nomination of the said *Moses Levy*, granted unto the said *Marcus Norden*, his Heirs and Assigns, the Reversion or Remainder in Fee Simple by the said Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve limited in Use to the right Heirs of the said *Thomas Hornyold* for ever, also every other Reversion or Remainder of him the said *Thomas Charles Hornyold* of and in such Manors, Messuages, Lands, and Hereditaments situate in the said Counties of *Worcester*, *Hereford*, and *Gloucester*, or any of them, as were thereby assured, and also the Reversions and Remainders in Fee Simple expectant and to take effect in possession after the Determination of the several particular Estates limited by or by Reference to the same Indenture of Settlement of the said Land and Hereditaments conveyed by the said Indentures of Lease and Release respectively of the Thirteenth and Fourteenth Days of  
*June*

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Indenture,  
dated 31st  
December  
1824.

*June* One thousand eight hundred and twenty-three, and of and in all other Messuages, Lands, and Hereditaments purchased pursuant to the said Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, to hold the same, freed and exonerated from Land Tax, and from all Claim in respect thereof, unto and to the Use of the said *Marcus Norden*, his Heirs and Assigns for ever, nevertheless upon the same or like Trusts for securing the said several Principal Sums of Thirty-seven thousand two hundred and ten Pounds and Three thousand six hundred and eighty-four Pounds, and Interest thereon, as by the said Indenture of the Seventeenth Day of *October* One thousand eight hundred and twenty-one were declared concerning the Term of Five hundred Years thereby created, or as near thereto as the Difference of the Estates and Rules of Law and Equity would permit: And whereas by an Indenture made the Thirty-first Day of *December* One thousand eight hundred and twenty-four, between the said *Moses Levy* of the First Part, the said *Lewis Harris* of the Second Part, the said *Marcus Norden* of the Third Part, the said *Thomas Charles Hornyold* of the Fourth Part, Sir *Edward Mostyn* of *Talacre* in *Flintshire*, Baronet, of the Fifth Part, the Right Honourable *Thomas Anthony* Viscount *Southwell* of the Sixth Part, and *Francis Lechmere Charlton* Esquire of the Seventh Part, after reciting to the Effect herein-before recited or stated, and also reciting that the said *John Webbe Weston* the elder departed this Life in the Month of *October* One thousand eight hundred and twenty-three, and reciting that the said *Thomas Charles Hornyold*, being desirous to pay the said *Moses Levy* the aggregate Sum of Forty thousand eight hundred and ninety-four Pounds, applied to the said Sir *Edward Mostyn* to lend him the Sum of Thirty six thousand Pounds at Interest, which the said Sir *Edward Mostyn* agreed to do, the said *Thomas Charles Hornyold* executed a certain Indenture dated the Twenty-sixth Day of *July* then last, and made between the said *Thomas Charles Hornyold* of the First Part, the said Sir *Edward Mostyn* of the Second Part, *Robert Canning* and *Charles Hanford*, Esquires, of the Third Part, and the said *William Saunders* of the Fourth Part, whereby it was (among other things) witnessed, that in consideration of the Sum of Thirty-six thousand Pounds therein expressed to have been paid by the said Sir *Edward Mostyn* to the said *Thomas Charles Hornyold*, the said *Thomas Charles Hornyold* demised unto the said Sir *Edward Mostyn*, his Executors, Administrators, and Assigns, the said Manor, and all such Messuages, Farms, Lands, Tithes, and Hereditaments comprised in the said Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve as had not been sold, as therein and herein-before mentioned, and also all and singular the Messuages, Farms, Lands,

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Lands, and Hereditaments which had been purchased by the said *John Webbe Weston* the younger and *Peregrine Towneley* with the Moneys arising from the Sale of such of the said Hereditaments comprised in the said Indenture of Settlement as had been sold by them, as therein mentioned, to hold the same, subject (after the Decease of the said *Thomas Charles Hornyold*) to the said Jointure Rentcharge of Eight hundred Pounds payable to the said *Bridget Mary Hornyold* in case she survived the said *Thomas Charles Hornyold*, and also subject to the Sum or Sums of Money provided for the Portions of the younger Children of the said *Thomas Charles Hornyold* by the said *Bridget Mary* his Wife, by the said Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, and also to the Limitations therein contained to the First and other Sons of the said *Thomas Charles Hornyold* by the said *Bridget Mary Hornyold* his then Wife, or, by any after-taken Wife, unto the said Sir *Edward Mostyn*, his Executors, Administrators, and Assigns, thenceforth for the Term of One thousand Years, upon the Trusts therein-after declared concerning the same; and by the said Indenture of the Twenty-sixth Day of *July* One thousand eight hundred and twenty-four it was also witnessed, that in consideration of the Sum of Thirty-six thousand Pounds expressed to be paid to the said *Thomas Charles Hornyold* by the said Sir *Edward Mostyn* as aforesaid, the said *Thomas Charles Hornyold* assigned unto the said Sir *Edward Mostyn*, his Executors, Administrators, and Assigns, the Dividends, Interest, and annual Produce which should become due during the Life of the said *Thomas Charles Hornyold* upon the said Sum of Nine thousand five hundred and seventy-five Pounds Three *per Centum* Consolidated Bank Annuities, and also the said Sum of Nine thousand five hundred and seventy-five Pounds Three *per Centum* Consolidated Bank Annuities to which the Executors or Administrators of the said *Thomas Charles Hornyold* would become entitled in possession after the Decease of the said *Thomas Charles Hornyold*, and Failure of Issue Male of his Body, as therein-before was mentioned, but subject to the said Jointure or annual Sum of Eight hundred Pounds, payable to the said *Bridget Mary Hornyold*, in case she survived the said *Thomas Charles Hornyold*, and subject to the Sum or Sums of Money provided for the Portions of the younger Children of the said *Thomas Charles Hornyold* by the said *Bridget Mary* his Wife, as aforesaid, to hold the same unto the said Sir *Edward Mostyn*, his Executors, Administrators, and Assigns, with full Powers to recover and receive the same; and it was thereby declared, that the said Sir *Edward Mostyn*, his Executors, Administrators, and Assigns, should stand possessed of (among other things) the said Manor and other Hereditaments comprised in the said Term of One thousand Years, and of the Dividends, Interest, and Produce which should become due during

[*Private.*]

*Hornyold's Estate Act, 1854.*

the Life of the said *Thomas Charles Hornyold* upon the said Sum of Nine thousand five hundred and seventy-five Pounds Three *per Centum* Consolidated Bank Annuities, and also of the said Bank Annuities, upon and for the Trusts, Intents, and Purposes, and with the Powers therein declared for securing the said Sum of Thirty-six thousand Pounds, and Interest, and subject thereto in trust for the said *Thomas Charles Hornyold*, his Heirs, Executors, Administrators, and Assigns; and by the said Indenture of the Twenty-sixth Day of *July* One thousand eight hundred and twenty-four it was also witnessed, that for the Considerations therein expressed the said *Thomas Charles Hornyold* did subject and charge the Remainder or Reversion of him the said *Thomas Charles Hornyold* expectant and to take effect in possession immediately upon the Expiration of the said Term of One thousand Years in the said Manor, Messuages, Farms, Lands, and Hereditaments comprised in the said Term of One thousand Years with the Payment unto the said Sir *Edward Mostyn*, his Executors, Administrators, and Assigns, of Thirty-six thousand Pounds and Interest, and did covenant that the said *Thomas Charles Hornyold* and his Heirs would thenceforth stand seised of the said Remainder and Reversion charged as aforesaid in trust for the said Sir *Edward Mostyn*, his Heirs and Assigns, as therein mentioned; and reciting, that no Part of the said Thirty-six thousand Pounds had been actually advanced by the said Sir *Edward Mostyn* to the said *Thomas Charles Hornyold*, and it proved that the said *Thomas Charles Hornyold* had occasion for Thirty-three thousand Pounds only, to enable him to discharge the said aggregate Debt of Forty thousand eight hundred and ninety-four Pounds, and it had been agreed that the said Indenture of the Twenty-sixth Day of *July* One thousand eight hundred and twenty-four should be a Security for the Repayment unto the said Sir *Edward Mostyn*, his Executors, Administrators, or Assigns, of the said Sum of Thirty-three thousand Pounds, with Interest, as therein mentioned, it was by the Indenture in recital witnessed, that in consideration of Thirty-three thousand Pounds to the said *Moses Levy* paid by the said Sir *Edward Mostyn*, at the Request of the said *Thomas Charles Hornyold*; and of Seven thousand eight hundred and ninety-four Pounds to the said *Moses Levy* paid by the said *Thomas Charles Hornyold*, the said *Moses Levy* (at the Request of the said *Thomas Charles Hornyold*) assigned and the said *Thomas Charles Hornyold* confirmed unto the said Sir *Edward Mostyn*, his Executors, Administrators, and Assigns, the Dividends and Interest by the said Indenture of the Seventeenth Day of *October* One thousand eight hundred and twenty-one assigned and by the said Indenture of the Seventeenth Day of *November* One thousand eight hundred and twenty-three confirmed unto the said *Moses Levy*, his Executors, Administrators, and Assigns, and the said Principal Sum of

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of Nine thousand five hundred and seventy-five Pounds Consolidated Three Pounds *per Centum* Annuities, to hold the same unto the said Sir *Edward Mostyn*, his Executors, Administrators, and Assigns, discharged from the said Sums of Thirty-seven thousand two hundred and ten Pounds and Three thousand six hundred and eighty-four Pounds, and Interest thereon, Premiums and Expenses of Assurance, and Interest thereon respectively, secured to the said *Moses Levy*, his Executors, Administrators, or Assigns as aforesaid, upon such and the same Trusts, and with such and the same Powers for securing the Payment by the said *Thomas Charles Hornyold*, his Heirs, Executors, Administrators, or Assigns, to the said Sir *Edward Mostyn*, his Executors, Administrators, or Assigns, of the said Sum of Thirty-three thousand Pounds and Interest, as by the said Indenture of the Twenty-sixth Day of *July* then last were declared concerning the said Nine thousand five hundred and seventy-five Pounds Three *per Centum* Consolidated Bank Annuities, and the Dividends thereof, for securing the Payment to him or them of the said Sum of Thirty-six thousand Pounds then proposed to be advanced, and subject thereto in trust for the said *Thomas Charles Hornyold*, his Executors, Administrators, and Assigns; and it was also witnessed by the Indenture in recital, that, for the Considerations aforesaid, the said *Moses Levy*, at the Request of the said *Thomas Charles Hornyold*, and on the Nomination of the said Sir *Edward Mostyn*, assigned and the said *Thomas Charles Hornyold* confirmed unto the said *Thomas Anthony Viscount Southwell*, his Executors, Administrators, and Assigns, the Manors, Messuages, Lands, and other Hereditaments by the said Indenture of the Seventeenth Day of *October* One thousand eight hundred and twenty-one, the said Deed Poll of the Third Day of *April* One thousand eight hundred and twenty-two, and the said Indentures of the Twenty-seventh Day of *May* One thousand eight hundred and twenty-two and the Seventeenth Day of *November* One thousand eight hundred and twenty-three, or any of them, demised and confirmed respectively, to hold the same unto the said *Thomas Anthony Viscount Southwell*, his Executors, Administrators, and Assigns, thenceforth for all the Residues of the said several Terms of Five hundred Years, Ninety-nine Years, and Ninety-nine Years respectively subsisting in different Parts thereof as aforesaid, or any other Term or Interest vested in the said *Moses Levy* therein, discharged from the said Sums of Thirty-seven thousand two hundred and ten Pounds and Three thousand six hundred and eighty-four Pounds, and Interest thereon respectively, upon the Trusts therein-after declared thereof; and it was by the Indenture in recital also witnessed, that for the Considerations aforesaid the said *Lewis Harris*, at the Request of the said *Thomas Charles Hornyold*, and on the Nomination of the said Sir *Edward Mostyn*, assigned, and the said *Thomas Charles Hornyold* confirmed,

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confirmed, unto the said *Francis Lechmere Charlton*, his Executors, and Assigns, the said Farm called the *Brick Farm*, and the said several Pieces of Ground situate in the Parishes of *Mathon* and *Leigh* and of *Cradley* and *Great Malvern* aforesaid, and all other the Premises by the said Indenture of the Third Day of *April* One thousand eight hundred and twenty-two assigned to the said *Lewis Harris*, his Executors, Administrators, and Assigns, for the Residue of the said Term of Ninety-nine Years created by the said Indenture of Lease of the Fifteenth Day of *September* One thousand seven hundred and sixty, with the Appurtenances, to hold the same unto the said *Francis Lechmere Charlton*, his Executors, Administrators, and Assigns, thenceforth for the Residue of the said Term of Ninety-nine Years created by the said Indenture of Lease of the Fifteenth Day of *September* One thousand seven hundred and sixty, discharged from the aforesaid Sums of Thirty-seven thousand two hundred and ten Pounds and Three thousand six hundred and eighty-four Pounds, and Interest thereon, upon the Trusts therein-after declared thereof; and it was by the Indenture in recital further witnessed, that for the Considerations aforesaid the said *Lewis Harris* (at the Request of the said *Thomas Charles Hornyold* and *Moses Levy*, and on the Nomination of the said Sir *Edward Mostyn*,) granted and released and the said *Thomas Charles Hornyold* ratified and confirmed unto the said *Francis Lechmere Charlton* and his Heirs the Reversion and Remainder in Fee Simple by the said Indenture of the Third Day of *April* One thousand eight hundred and twenty-two conveyed to the said *Lewis Harris* and his Heirs as aforesaid of the said Farm called *Brick Farm*, and the said Pieces of Land situate in the Parishes of *Mathon* and *Leigh* and of *Cradley* and *Great Malvern* aforesaid, or some or One of them, and of and in all other, if any, the Hereditaments the Reversion and Remainder of or in which was by the said Indenture of the Third Day of *April* One thousand eight hundred and twenty-two conveyed to the said *Lewis Harris* and his Heirs, upon the Trusts therein declared thereof, to hold the same unto the said *Francis Lechmere Charlton*, his Heirs and Assigns, to the Use of the said *Francis Lechmere Charlton*, his Heirs and Assigns for ever, discharged from the aforesaid Sums of Thirty-seven thousand two hundred and ten Pounds and Three thousand six hundred and eighty-four Pounds, and Interest thereon, and Premiums and Expenses of Assurance, and Interest thereon respectively, secured to the said *Moses Levy* as aforesaid, upon the Trusts therein-after declared thereof; and it was by the Indenture in recital also witnessed, that for the Considerations aforesaid the said *Marcus Norden* (at the Request of the said *Thomas Charles Hornyold* and *Moses Levy*, and on the Nomination of the said Sir *Edward Mostyn*,) granted and released and the said *Thomas Charles Hornyold* confirmed unto the said *Francis Lechmere Charlton*, his Heirs and Assigns, the Reversion or Remainder in Fee Simple by the



*Hornyold's Estate Act, 1854.*

the said Indenture of the Twenty-seventh Day of *May* One thousand eight hundred and twenty-two granted to the said *Marcus Norden* and his Heirs as aforesaid of the Manor and other Hereditaments in the said County of *Worcester* comprised in the said Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, and of the said Messuage and Hereditaments in the said Indenture of the Twenty-seventh Day of *May* One thousand eight hundred and twenty two particularly described, and of all other Messuages and Hereditaments purchased pursuant to the said Indenture of Settlement, and also the Reversion or Remainder in Fee Simple by the said Indenture of the Seventeenth Day of *November* One thousand eight hundred and twenty-three granted to the said *Marcus Norden* and his Heirs as aforesaid of the Manors and Hereditaments situate in the said Counties of *Worcester, Hereford,* and *Gloucester,* or any of them, comprised in the said Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, and also of the Lands and Hereditaments conveyed by the said Indentures of Lease and Release of the Thirteenth and Fourteenth Days of *June* One thousand eight hundred and twenty-three, and of all other the Messuages, Lands, and Hereditaments purchased under the aforesaid Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, and all other (if any) the Reversions or Remainders vested in the said *Marcus Norden* under the said Indentures of the Twenty-seventh Day of *May* One thousand eight hundred and twenty-two and the Seventeenth Day of *November* One thousand eight hundred and twenty-three, or either of them, or otherwise, in trust as aforesaid, to hold the same unto the said *Francis Lechmere Charlton,* his Heirs and Assigns, to the Use of the said *Francis Lechmere Charlton,* his Heirs and Assigns for ever, discharged from the aforesaid Sums of Thirty-seven two thousand two hundred and ten Pounds and Three thousand six hundred and eighty-four Pounds, and Interest thereon, and Premiums and Expenses of Assurance, and Interest thereon respectively, secured to the said *Moses Levy* as aforesaid, upon the Trusts therein-after declared; and it was by the Indenture in recital also witnessed, that for the Considerations aforesaid the said *Lewis Harris,* at the Request of the said *Thomas Charles Hornyold* and *Moses Levy,* and on the Nomination of the said *Sir Edward Mostyn,* bargained, sold, aliened, and released, and the said *Thomas Charles Hornyold* granted, bargained, sold, aliened, released, and confirmed, unto the said *Francis Lechmere Charlton* and his Heirs the Closes or Parcels of Land and other Hereditaments situate in *Upton-on-Severn, Berrow, Broomsberrow, Mathon,* and *Cradley* aforesaid, or any of them, or elsewhere, by the said Indenture of the Third Day of *April* One thousand eight hundred and twenty-two conveyed to the said *Lewis Harris* and his Heirs in Fee Simple in possession, to hold the same unto the said

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*Francis Lechmere Charlton*, his Heirs and Assigns, to the only Use of the said *Francis Lechmere Charlton*, his Heirs and Assigns for ever, discharged from the aforesaid Sums of Thirty-seven thousand two hundred and ten Pounds and Three thousand six hundred and eighty-four Pounds, and Interest thereon, and Premiums and Expenses of Assurance, and Interest thereon, respectively secured to the said *Moses Levy* as aforesaid, upon the Trusts therein-after declared thereof; and it was by the Indenture in recital declared, that the said *Thomas Anthony Viscount Southwell* should stand possessed of the Manors and other Premises therein before assigned to him for the respective Residues of the said several Terms of Five hundred Years, Ninety-nine Years, and Ninety-nine Years, subsisting in different Parts thereof, and that the said *Francis Lechmere Charlton*, his Executors, Administrators, and Assigns, should stand possessed of the said Messuage, Farms, Lands, and other Premises for the Residue of the said Term of Ninety-nine Years subsisting therein, and that the said *Francis Lechmere Charlton*, his Heirs and Assigns, should stand seised of the Reversions and Remainders therein-before severally granted and conveyed to him by the said *Lewis Harris* and *Marcus Norden* respectively as aforesaid of and in the said Messuage, Cottage, Lands, and other Hereditaments, and the said Manors and other Hereditaments therein-before in that Behalf mentioned, and also of and in the said Closes of Land and other Hereditaments in *Upton-on-Severn, Berrow, Broomsberrow, Mathon, and Cradley* aforesaid, or elsewhere, therein-before conveyed to him by the said *Lewis Harris* in Fee Simple in possession, in trust, in the first place, for better securing to the said Sir *Edward Mostyn*, his Executors, Administrators, and Assigns, the said Principal Sum of Thirty-three thousand Pounds, and the Interest thereof, as therein mentioned, and after Payment thereof, in trust for the said *Thomas Charles Hornyold*, his Heirs and Assigns, and to assign, convey, or otherwise dispose of the same respectively as he or they should direct, and in the meantime in trust to permit the respective Residues of the said several Terms to attend the Reversion and Inheritance of the Manors and other Premises therein respectively comprised: And whereas, under and by virtue of certain Indentures of Lease, and Appointment and Release, bearing Date the Twelfth and Thirteenth Days of *September* in the Year One thousand eight hundred and twenty-seven, the Release and Appointment made between the said *Thomas Charles Hornyold* of the First Part, the said *John Webbe Weston* and *Peregrine Towneley* of the Second Part, *Robert Berkeley* the younger, of *Spetchley* in the said County of *Worcester*, Esquire, of the Third Part, and *William Saunders* Gentleman, of the Fourth Part, after reciting that by virtue of an Act of Parliament passed in the Fifty-seventh Year of the Reign of His Majesty King *George* the Third, intituled *An Act to amend and render more effectual an Act made in*

Indentures  
dated 12th  
and 13th and  
14th and  
15th Sept.  
1827.

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*Hornyold's Estate Act, 1854.*

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*the Thirty-fifth Year of the Reign of His present Majesty, for enclosing the Commonable Lands in the Parish of Hanley Castle in the County of Worcester, and the Award of the sole Commissioner for carrying the said Act into effect, bearing Date the Ninth Day of March One thousand eight hundred and eighteen, Eight Allotments of the Commonable Lands mentioned in the said Act were set out unto the said Thomas Charles Hornyold, as well in lieu of certain Parts of the Manor, Estates, Cottages, Lands, and Hereditaments situate in the said County of Worcester comprised in the before-recited Indenture of Settlement, and of all Rights of Common, Soil, and other Privileges (except Manorial Privileges) in and over the said Lands so allotted and enclosed, belonging to the said Manor and Estates, as also of certain Messuages, Cottages, Lands, Rights, Hereditaments, and Premises purchased by the said Thomas Hornyold deceased or the said Thomas Charles Hornyold since the Date of such Settlement; and reciting that the said Commissioner, in pursuance of the Power in the said Act contained, did set out and award, and the respective Owners thereof granted and confirmed, to the said John Webbe Weston the younger and Peregrine Towneley, the several Allotments of Land in the said Award particularly mentioned, and therein stated to be the Property of certain Persons therein named respectively, in Exchange for other Allotments of Land in the said Award particularly mentioned, and thereby allotted by the said Commissioner, and confirmed by the said John Webbe Weston and Peregrine Towneley, to the said several before-mentioned Persons; and reciting that by Indentures of Lease and Release, bearing Date respectively the Fourteenth and Fifteenth Days of January in the Year One thousand eight hundred and twenty, the Release being made between the said Thomas Charles Hornyold of the First Part, the said William Saunders of the Second Part, and Charles Bodenham of Rotherwas in the County of Hereford, Esquire, of the Third Part, and by virtue of a Common Recovery suffered pursuant thereto in Hilary Term in the said Year One thousand eight hundred and twenty, the Capital Messuage or Dwelling House called Hanley Castle, with the Gardens, Fish Ponds, Meadow and Pasture Lands usually held therewith, then in the Occupation of Francis William Lucy, and also the Water Corn Grist Mill called Hanley Castle Mill, and also the Messuage and Buildings, with the several Pieces of Land thereto belonging, containing One hundred and eight Acres Two Roods and Twenty-four Perches or thereabouts, called the Lodge Farm, then in the Occupation of Edward Perrins, which said Messuage, Mill, Farm, Lands, and Hereditaments were situate in the Parish of Hanley Castle aforesaid, and all such other Parts (if any) of the Manor or Lordship, Castle, Park, Messuages, Lands, Tenements, and Hereditaments situate in the Parishes of Hanley Castle, Great Malvern, Little*

*Hornyold's Estate Act, 1854.*

*Little Malvern, and Leigh, or any or either of them, in the said County of Worcester, of which the said Thomas Hornyold was at the Time of the Execution of the recited Indentures of Lease and Appointment and Release of the Twenty-third and Twenty-fourth Days of October One thousand eight hundred and twelve seised for an Estate of Inheritance in Tail Male or in Tail, or of or to which he the said Thomas Charles Hornyold was at the Time of the Execution of the then-reciting Indenture seised for an Estate of Inheritance in Tail Male or in Tail, with their Appurtenances, were, for the Purpose of obviating any Doubt whether at the Time of the Execution of the said Indentures of the Twenty-third and Twenty-fourth Days of October One thousand eight hundred and twelve the said Thomas Charles Hornyold was not Tenant in Tail of such Parts of the Manor and other Hereditaments comprised in the same Indentures as were in the then recited Indentures particularly described, conveyed and assured unto the said William Saunders, his Heirs and Assigns, to the Intent that One or more Common Recoveries should be forthwith suffered of the said Messuage and other Hereditaments, in manner therein particularly mentioned; and it was thereby declared that such Recovery or Recoveries, and all other Recoveries and Assurances in the Law which theretofore had been or which thereafter should be levied, suffered, executed, had, or done by the Parties thereto, or any of them, should enure to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations in and by the said Indenture of the Twenty-fourth Day of October One thousand eight hundred and twelve expressed concerning the same, or which had been charged, limited, or declared by any Exercise of any of the Powers therein contained, and which were then existing undetermined or capable of taking effect; and reciting the Sale of the Staffordshire Estate to Lord Anson; and reciting that by Indentures of Lease and Release bearing Date the Twenty-fourth and Twenty-fifth Days of March One thousand eight hundred and twenty, and made between the said Thomas Charles Hornyold of the one Part, and the said John Webbe Weston and Peregrine Towneley of the other Part, for the several Considerations therein mentioned Seven of the Eight several Allotments awarded as aforesaid were granted and released by the said Thomas Charles Hornyold unto the said John Webbe Weston and Peregrine Towneley, their Heirs and Assigns, to and upon the Uses and Trusts in the said recited Indenture of Settlement contained, concerning the Estate therein and herein-before mentioned to be sold to the said Viscount Anson, by the Description in the Indenture in recital contained; and reciting that by Indentures of Lease and Release of the Twenty-ninth and Thirtieth Days of December One thousand eight hundred and twenty, the Release being*

made

*Hornyold's Estate Act, 1854.*

made between *William Cowley*, therein described, and *Hannah* his Wife, of the First Part, *Elizabeth Higgins* Spinster of the Second Part, *Thomas Cowley*, *John Cowley*, and *Thomas Watkins* and *Ann* his Wife, therein also respectively described, of the Third Part, the said *John Webbe Weston* and *Peregrine Towneley* of the Fourth Part, the said *Thomas Charles Hornyold* of the Fifth Part, the said *William Saunders* of the Sixth Part, and *Thomas Berry* Yeoman of the Seventh Part, and by virtue of a Fine therein referred to, for the several Considerations in the then reciting Indenture of Release mentioned, a Piece of Arable Land called *Pittfield*, containing Two Acres and Thirty-nine Perches, and a Parcel of Meadow Land called the *Little Meadow*, containing One Acre One Rood and Twenty-seven Perches, and also a Piece of Arable Land called *Bank Field*, containing Three Acres and Sixteen Perches, and also a Piece of Pasture Land, formerly divided into Two Parts, called *Great Meadow* and *Long Meadow*, but then thrown into and occupied as one, containing Four Acres Three Roods and Thirty-eight Perches, and bounded as therein mentioned, were conveyed unto the said *John Webbe Weston* and *Peregrine Towneley*, their Heirs and Assigns, to and upon the Uses and Trusts and with the Powers in the recited Indenture of Settlement contained concerning the said Estate mentioned to be sold to the said Viscount *Anson*, or such and so many of them as were then subsisting; and reciting that by Indentures of Lease and Release bearing Date respectively the Twentieth and Twenty-first Days of *March* One thousand eight hundred and twenty-two, the Release being made between *Thomas Williams* Gentleman and *Harriott* his Wife of the First Part, the said *Thomas Charles Hornyold* of the Second Part, the said *John Webbe Weston* and *Peregrine Towneley* of the Third Part, *William Reed* Esquire of the Fourth Part, and *John Fitzherbert* Esquire of the Fifth Part, and by virtue of a Fine therein recited, a Messuage, Farm, Lands, and Hereditaments containing by Estimation Twenty-five Acres, but by Mensuration Twenty Acres, and a Cottage, Garden, and Premises lying near the before-mentioned Messuage or Farm, in the Possession of *Thomas Bowden Pumphrey*, which said Messuage, Cottage, Farm, Lands, and Hereditaments were situate in the Parish of *Hanley Castle* aforesaid, were released and assured unto the said *John Webbe Weston* and *Peregrine Towneley*, their Heirs and Assigns for ever, to and upon such and the same Uses and Trusts and with the same Powers as were in and by the said Indenture of Settlement limited and declared concerning the Manor and Hereditaments thereby made saleable, or which had been created therein by any Exercise of the Powers therein contained precedent to the said Power of Sale, or any of them; and reciting that by Indentures of Lease and Release, bearing Date respectively the Thirteenth and Fourteenth Days of

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June

*Hornyold's Estate Act, 1854.*

June One thousand eight hundred and twenty-three, the Release being made between *Philip Jackson* Carpenter of the First Part, *John Callow* Maltster of the Second Part, the said *Thomas Charles Hornyold* of the Third Part, and the said *John Webbe Weston* and *Peregrine Towneley* of the Fourth Part, for the Considerations therein mentioned a Piece of Land in *Pickerend Street* in the Parish of *Hanley Castle* aforesaid, containing Two Acres, and bounded as therein mentioned, and an Allotment of Arable Land, Part of an Inclosure theretofore belonging to *Thomas Hornyold*, Father of the said *Thomas Charles Hornyold*, numbered 252 on the Map annexed to the Award therein-after referred to, containing Three Roods Seventeen Perches, situate in *Pickerend Street* aforesaid, and bounded as therein mentioned, were released or assured unto the said *John Webbe Weston* and *Peregrine Towneley*, their Heirs and Assigns for ever, to and upon the Uses and Trusts and with the Powers in and by the said herein-before in part recited Indenture of Settlement declared concerning the Manor and Hereditaments thereby made saleable, or which had been created therein by any Exercise of the Powers therein contained precedent to the said Power of Sale, or any of them; and reciting that the said several Messuages, Lands, and other Hereditaments therein-before mentioned to have been conveyed to the said *John Webbe Weston* and *Peregrine Towneley*, to the Uses of the said Indenture of Settlement of the Twelfth Day of *October* One thousand eight hundred and twelve, were purchased by them out of the Monies arising from the Sale of the said Manors and Estates in the County of *Stafford*; and reciting that the said *John Webbe Weston* had for several Years past resided in the Kingdom of *France*, and had signified his Desire to be discharged from the said Trusts; and reciting that the Residue of the Monies arising from the said Sale to the said *Viscount Anson* remaining invested then consisted of Nine thousand five hundred and seventy-five Pounds Three *per Centum* Consolidated Annuities, which were then standing in the Names of the said *John Webbe Weston* and *Peregrine Towneley* in the Books of the Governor and Company of the Bank of *England*, and it was intended that the same should be forthwith transferred into the Names of the said *Peregrine Towneley* and *Robert Berkeley* the younger, upon the Trusts of the said Settlement, and under and by virtue of certain Indentures of Lease and Release severally endorsed on the Indentures of Lease and Release now in recital, and bearing Date the Fourteenth and Fifteenth Days of the same Month of *September*, and made between the said *William Saunders* of the First Part, the said *Thomas Charles Hornyold* of the Second Part, and the said *Peregrine Towneley* and *Robert Berkeley* the younger of the Third Part, the said *Robert Berkeley* the younger was duly appointed a Trustee of the said Settlement in place of the said *John Webbe Weston*,

*Hornyold's Estate Act, 1854.*

*Weston*, and all and every the Manor, Messuages, and other Hereditaments comprised in the said Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve (except such Parts thereof as had been sold or conveyed in Exchange, under the Powers for that Purpose contained in the said Settlement, as therein-before recited), and also the Messuages, Lands, and other Hereditaments which had been purchased, allotted, and received in Exchange under the same Powers, and also the Messuages and other Hereditaments which were comprised in the said Indentures of the Fourteenth and Fifteenth Days of *January* One thousand eight hundred and twenty, and Common Recovery pursuant thereto, the Indenture of Lease and Release of the Twenty-ninth and Thirtieth Days of *December* One thousand eight hundred and twenty, the Twentieth and Twenty-first Days of *March* One thousand eight hundred and twenty-two, and the Thirteenth and Fourteenth Days of *June* One thousand eight hundred and twenty-three, and the said Two several Fines herein-before mentioned, and thereby respectively conveyed to the said *John Webbe Weston* and *Peregrine Towneley*, as therein before mentioned, and all other Hereditaments, if any, which were then liable to the Uses and Trusts of the said Indenture of Settlement, were conveyed and assured to and vested in the said *Peregrine Towneley* and *Robert Berkeley* the younger, their Heirs and Assigns, to the several Uses, upon the several Trusts, and for the several Ends, Intents, and Purposes, and with, under, and subject to the several Powers, Provisoos, Limitations, Declarations, and Agreements by the said Indenture of the Twenty-fourth Day of *October* One thousand eight hundred and twelve limited, expressed, and declared concerning the Hereditaments thereby limited, or such and so many of them as were then existing undetermined and capable of taking effect: Whereas by an Indenture bearing Date the Ninth Day of *May* in the Year One thousand eight hundred and twenty-eight, and made between the said *Thomas Charles Hornyold* of the First Part, *William Saunders* of the Parish of *Saint Peter the Great* in the County of *Worcester*, Esquire, and *Lucy Saunders* of the same Place, Spinster, of the Second Part, and *Charles Hanford* of *Wool-lashill* in the said County of *Worcester*, Esquire, and *William Acton* of *Little Wolverton* in the said County of *Worcester*, Esquire, of the Third Part, (and as to the Execution thereof by the said *Thomas Charles Hornyold* duly attested,) it was witnessed, that in consideration of the Marriage then intended between the said *Thomas Charles Hornyold* and *Lucy Saunders*, and in exercise and execution of the said Power given to him in that Behalf by the herein-before recited Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, the said *Thomas Charles Hornyold* granted, limited, and appointed that in case the said intended

Indenture,  
dated  
9th May  
1828.

*Hornyold's Estate Act, 1854.*

intended Marriage should be solemnized, and the said *Lucy Saunders* should survive the said *Thomas Charles Hornyold*, she the said *Lucy Saunders* and her Assigns should, after the Decease of the said *Thomas Charles Hornyold*; and thenceforth during the Term of her natural Life, have, receive, and take One annual Rentcharge of Eight hundred Pounds, to be yearly issuing out of and charged upon the Manor or Lordship, Capital Messuage or Tenements, Farms, Lands, and Hereditaments therein-after described, and intended to be thereby demised, and to be paid to the said *Lucy Saunders*, as therein mentioned, such annual Rentcharge to be in the Nature of a Jointure for her, and in bar of Dower, with the usual Powers of Distress, Entry, and Perception of the Rents and Profits for securing the due Payment of the same yearly Rentcharge; and by the same Indenture the said *Thomas Charles Hornyold*, in further pursuance of the Power to him in that Behalf given by the said recited Indenture of Settlement, limited, appointed, and demised the said Manor and other Hereditaments unto the said *Charles Hanford* and *William Acton*, their Executors, Administrators, and Assigns, from the Death of the said *Thomas Charles Hornyold*, in case the said intended Marriage should be solemnized, and in case the said *Lucy Saunders* should survive him, for the Term of Two hundred Years thence next ensuing, without Impeachment of Waste, upon the Trusts therein-after expressed and declared for securing and recovering the said yearly Rentcharge: And whereas the Marriage between the said *Thomas Charles Hornyold* and *Lucy Saunders* was duly solemnized in the Month of *May* in the Year One thousand eight hundred and twenty-eight, and there is no Issue of such Marriage: And whereas by an Indenture bearing Date the First Day of *July* One thousand eight hundred and thirty-seven, made between the said *Thomas Charles Hornyold* of the one Part, and the said *Charles Hanford* and *William Acton* of the other Part, after reciting certain Deeds herein-before recited, and that Nineteen thousand six hundred Pounds only then remained due to the said Sir *Edward Mestyn* upon the said recited Mortgage, it was witnessed, that in consideration of Three thousand Pounds to the said *Thomas Charles Hornyold* paid by the said *Charles Hanford* and *William Acton*, the said *Thomas Charles Hornyold* demised unto the said *Charles Hanford* and *William Acton*, their Executors, Administrators, and Assigns, the said Manor or Lordship, Park, Capital and other Messuages, Mills, Farms, Lands, and other Hereditaments herein-before particularly described, (except such Parts thereof as, under the Powers contained in the said Indenture of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, in that Behalf, or of any Act or Acts of Parliament for the Inclosure of Lands in the said several Parishes therein-before mentioned, or any of them, had been sold and disposed of, or given

Indenture,  
dated 1st  
July 1837.

or



*Hornyold's Estate Act 1854.*

or allotted in Exchange,) and also the Messuages, Lands, and Hereditaments situate in the several Parishes aforesaid or any of them, or elsewhere in the said County of *Worcester*, which had been or should be purchased with the Monies arising from the Sale of such of the Estates and Hereditaments comprised in the same Indenture as had been sold and disposed of, or which by virtue of the said Powers and Act or Acts had been taken or allotted in Exchange, or otherwise howsoever, to hold the same (except and subject as therein mentioned) unto the said *Charles Hanford* and *William Acton*, their Executors, Administrators, and Assigns, from the Day next before the Day of the Date of the Indenture in recital for the Term of Two thousand Years thence next ensuing, at a Peppercorn Rent (subject nevertheless to a Provision therein contained for Redemption of the Premises), on Payment by the said *Thomas Charles Hornyold*, his Heirs, Executors, or Administrators, unto the said *Charles Hanford* and *William Acton*, their Executors, Administrators, or Assigns, of Three thousand Pounds, with Interest, as therein mentioned: And whereas by an Indenture bearing Date the Third Day of *April* One thousand eight hundred and thirty-nine (endorsed on the last-recited Indenture), and made between the said *Thomas Charles Hornyold* of the one Part, and the said *Charles Handford* and *William Acton* of the other Part, in consideration of One thousand six hundred Pounds then advanced to the said *Thomas Charles Hornyold* by the said *Charles Hanford* and *William Acton*, the said *Thomas Charles Hornyold* did further charge the said Manor and other Hereditaments with One thousand six hundred Pounds, and Interest: And whereas by an Indenture bearing Date the Twelfth Day of *January* One thousand eight hundred and forty-three, made between *Edward Slaughter* of *John Street, Bedford Row*, in the County of *Middlesex*, Gentleman, Executor of the Will of the said Sir *Edward Mostyn*, of the First Part, the said *Thomas Charles Hornyold* of the Second Part, the said Viscount *Southwell* of the Third Part, the said *Francis Lechmere Charlton* of the Fourth Part, *John Vincent Gandolfi*, then of the Parish of *Saint Marylebone* in the County of *Middlesex*, Esquire, of the Fifth Part, and *Charles Weld* Esquire of the Sixth Part, after reciting as or to the Effect before recited or stated, and reciting that since the Execution of the therein-before recited Indentures further Parts of the said Hereditaments had been sold, and other Hereditaments had been purchased, and conveyed to the Uses of the said Settlement, and the Sum of Nine thousand five hundred and seventy-five Pounds Three *per Centum* Consolidated Annuities, or Parts thereof, had been sold by the Trustees of the said Settlement, and the Proceeds of such Sales as aforesaid had been invested by such Trustees or otherwise applied pursuant to the Trusts of the said Settlement; and reciting that Part of the said Sum of Seventeen

Indenture,  
dated 3d  
April 1839.

Indenture,  
dated 12th  
January  
1843.

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*Hornyold's Estate Act, 1854.*

thousand one hundred Pounds had been received from the Estate of the said *John Webbe Weston*, and been applied towards Liquidation of the said Sum of Thirty-three thousand Pounds, and by means thereof and of other Payments the said Mortgage Debt had been reduced to Eighteen thousand Pounds; and reciting that the said Sir *Edward Mostyn* had since died, and by his Will, dated the Seventeenth Day of *April* One thousand eight hundred and thirty-eight, he appointed the said *Thomas Anthony Viscount Southwell* and *Edward Slaughter* Executors thereof, which Will was proved in the Prerogative Court of *Canterbury* by the said *Edward Slaughter* on the Twentieth Day of *August* One thousand eight hundred and forty-one, Power being reserved to the said *Thomas Anthony Viscount Southwell* to prove the same, but who afterwards renounced Probate thereof; and reciting that the said *John Vincent Gandolfi* had agreed to pay the said Sum of Eighteen thousand Pounds to the said *Edward Slaughter*, on having such Sum and other the Securities for the same transferred to and declared to be held in trust for him, in manner therein expressed; it was by the Indenture in recital witnessed, that in consideration of Eighteen thousand Pounds paid by the said *John Vincent Gandolfi*, at the Request of the said *Thomas Charles Hornyold*, to the said *Edward Slaughter*, the said *Edward Slaughter*, at the Request of the said *Thomas Charles Hornyold*, assigned and transferred unto the said *John Vincent Gandolfi*, his Executors, Administrators, and Assigns, the said Principal Sum of Eighteen thousand Pounds then remaining due on the therein-before recited Securities, and all Interest thereafter to become due thereon, and all Securities for the said Principal Sum and Interest, and all Benefit thereof respectively, to have, receive, and take the same unto and by the said *John Vincent Gandolfi*, his Executors, Administrators, and Assigns; and it was by the Indenture in recital also witnessed, that for the Consideration aforesaid the said *Edward Slaughter*, at the Request of the said *Thomas Charles Hornyold*, and upon the Nomination of the said *John Vincent Gandolfi*, assigned and transferred, and the said *Thomas Charles Hornyold* granted, demised, and confirmed, unto the said *Charles Weld*, his Executors, Administrators, and Assigns, all that the said Manor or Lordship, and such and so many or such Part or Parts of the Hereditaments comprised in the said recited Indentures of the Twenty-fourth Day of *October* One thousand eight hundred and twelve and the Twenty-sixth Day of *July* One thousand eight hundred and twenty-four as had not been sold, as therein-before was mentioned, and also all the Hereditaments which had been purchased by the Trustees of the said Settlement with Monies arising from the Sale of such of the Hereditaments comprised in the said Indentures as had been sold as aforesaid, and were vested in the said *Edward Slaughter*, as such Executor as aforesaid,

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*Hornyold's Estate Act, 1854.*

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aforesaid, for the Residue of the said Term of One thousand Years, and all other the Hereditaments comprised in or then subject to the said Term of One thousand Years, and vested in the said Executor, to hold the same (subject as aforesaid) unto the said *Charles Weld*, his Executors, Administrators, and Assigns, in trust for the said *John Vincent Gandolfi*, his Executors, Administrators, and Assigns, for the Residue of the said Term of One thousand Years, upon the Trusts therein declared; and it was by the Indenture in recital further witnessed, that for the Considerations aforesaid the said *Edward Slaughter* assigned, and the said *Thomas Charles Hornyold* assigned and confirmed, unto the said *John Vincent Gandolfi*, his Executors, Administrators, and Assigns, the Dividends, Interest, and other Produce of the Stocks, Funds, Monies, and Securities which had arisen from the Sale of the Hereditaments which had been sold as aforesaid, and such Stocks, Funds, Monies, and Securities as last aforesaid, by virtue of the said Indentures of the Twenty-sixth Day of *July* One thousand eight hundred and twenty-four and the Thirty-first Day of *December* in the same Year, or either of them, and so much of the aforesaid Sum of Seventeen thousand one hundred Pounds, and the Interest thereof, as then remained unpaid, and the Securities for the same, to hold the same unto the said *John Vincent Gandolfi*, his Executors, Administrators, and Assigns, upon the Trusts therein declared or referred to for securing to him and them the Payment of the said Sum of Eighteen thousand Pounds and Interest, and subject thereto, in trust for the said *Thomas Charles Hornyold*, his Executors, Administrators, or Assigns, and the said *Thomas Charles Hornyold* charged the said Hereditaments, Monies, and Securities, and all his Estate and Interest therein respectively, with the Payment to the said *John Vincent Gandolfi*, his Executors, Administrators, and Assigns, of the said Sum of Eighteen thousand Pounds, and the Interest thereof; and it was by the Indenture in recital further witnessed, that for the Consideration aforesaid the said *Thomas Anthony Viscount Southwell* and *Francis Lechmere Charlton*, by the Direction of the said *Edward Slaughter* and *Thomas Charles Hornyold*, declared that they the said Viscount *Southwell* and *Francis Lechmere Charlton* respectively, and their respective Heirs, Executors, and Administrators, would thenceforth stand seised and possessed of the said several Hereditaments and Premises assigned and conveyed to them respectively by the said Indenture of the Thirty-first Day of *December* One thousand eight hundred and twenty-four, or which by virtue thereof were then vested in them respectively, upon the same Trusts, and with the same Powers for the Benefit of the said *John Vincent Gandolfi*, his Executors, Administrators, and Assigns, for securing the said Sum of Eighteen thousand Pounds and Interest as aforesaid, as were in and by the said Indenture declared, for the Purpose of securing to the said *Sir Edward Mostyn* the said Sum of Thirty-three thousand Pounds, and after full Payment

*Hornyold's Estate Act, 1854.*

Indenture  
dated 12th  
January  
1843.

ment of the said Sum of Eighteen thousand Pounds, in trust for the said *Thomas Charles Hornyold*, his Heirs, Executors, Administrators, and Assigns, as therein expressed: And whereas by an Indenture bearing Date the Twelfth Day of *January* One thousand eight hundred and forty-three; and made between the said *Thomas Charles Hornyold* of the First Part, the said *John Vincent Gandolfi* of the Second Part, the said *Peregrine Towneley* and *Robert Berkeley* of the Third Part, and the said *Charles Hanford* and *William Acton* of the Fourth Part, after reciting, among other things, to the Effect herein-before recited, and that the Monies which arose by the Sales made as aforesaid had been applied, besides making the aforesaid Advance of Sixteen thousand Pounds, in making the aforesaid Purchases, and in Payment of various Expenses of the Trustees, in the Purchase, in their Names, of Bank Annuities and on Mortgage, in their Names; of Real Estates belonging to *George Earl of Mountnorris* and the late *George Arthur Annesley* commonly called *Viscount Valentia*, and that the Monies and Funds then subject to the Trusts of the said firstly-recited Settlement, and liable to be invested in the Purchase of Real Estates, consisted of the Principal Sum of Eleven thousand five hundred Pounds due on the Mortgage Securities of the said *Earl of Mountnorris* and *Viscount Valentia*, and of the Sum of Seven hundred and seventeen Pounds Twelve Shillings Consolidated Bank Annuities standing in the Names of the said Trustees, and that the Securities taken as aforesaid for the said Sum of Sixteen thousand Pounds were also vested in the said Trustees, and were subject to the Trusts of the said Settlement, but such Sum would not be invested, inasmuch as it was required to liquidate the Sum of Sixteen thousand Pounds charged as aforesaid by the said *Thomas Charles Hornyold*, and that the Debt then due on the Mortgage Securities made as aforesaid to the said *Sir Edward Mostyn* amounted to the Sum of Eighteen thousand Pounds, and the Debt then due on the Mortgage Securities made as aforesaid to the said *Charles Hanford* and *William Acton* amounted to the Principal Sum of Four thousand six hundred Pounds, and that the Policies of Assurance on the Life of the said *Thomas Charles Hornyold*, the Monies arising from which would be applicable towards the Payment of the said Mortgage Debts, consisted of the several Policies Particulars whereof were therein mentioned, and that the said *Thomas Charles Hornyold* was desirous of settling, in manner therein-after mentioned, the Reversion expectant on his Death, and Failure of his Issue Male, in all the Real Estates therein-before and herein-before mentioned, including the Real Estates comprised in the aforesaid Mortgage Securities to the said *Sir Edward Mostyn* of which the said *Thomas Charles Hornyold* was seised in Fee Simple in possession, or such of the same Estates (if any) as had not already been conveyed to the Uses of the said Settlement, or sold, and including  
all

*Hornyold's Estate Act, 1854.*

all other Real Estates (if any) of him the said *Thomas Charles Hornyold* situate in the Counties of *Worcester, Gloucester, and Hereford*, or any of them, and also including in such proposed Settlement all Monies and Funds which were or should be subject to the Trusts of the said Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, and the Equity of Redemption of the said Policies of Assurance, but without Prejudice to the aforesaid Rentcharge of Eight hundred Pounds payable to the said *Lucy Hornyold* in case she should survive him, and charged in manner therein-after expressed with an additional Rentcharge of Two hundred Pounds to her in the same Event, and subject to the Life Estate of the said *Thomas Charles Hornyold* in all the said Estates, Monies, and Funds which were or should be subject to the said first-recited Settlement, and to all Powers annexed to such Life Estate, and to the Provisions for his Issue Male contained in the same Settlement, and to the Powers of Appointment therein-after contained, and to the said Mortgage Debts of Eighteen thousand Pounds and Four thousand six hundred Pounds; it was witnessed, that in pursuance of the said Agreement the said *Thomas Charles Hornyold* granted, bargained, sold, and released unto the said *Peregrine Towneley* and *Robert Berkeley*, their Heirs and Assigns, all the Hereditaments which were described in the Schedule to the Indenture now in recital, and all other the Hereditaments (if any) which were then subject to the Uses of the said Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, and which included the said Manor or Lordship of *Hanley Castle* aforesaid, and all other the Hereditaments situate in the Counties of *Worcester, Gloucester, and Hereford*, or any or either of them, of or to which the said *Thomas Charles Hornyold* was seised or entitled for an Estate in Fee Simple in possession, with their and every of their Rights, Members, and Appurtenances, and all the Hereditaments which should thereafter be purchased or taken in Exchange, and be conveyed or become subject to the Uses of the said Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, with their Appurtenances, and also the Monies, Stocks, Funds, and Securities which had arisen by Sale or Exchange of such Part of the said settled Estates, or of the Hereditaments of which the said *Thomas Charles Hornyold* was seised in Fee Simple in possession, as therein mentioned or referred to, as had been sold or exchanged under the Power for that Purpose contained in the said Settlement, and which had not been invested in Purchase of Real Estates, or otherwise applied pursuant to the Trusts of the said Settlement, (subject and without Prejudice, as to such Monies, Stocks, Funds, or Securities, to the Trusts of the said Settlement respecting the same,) and the Monies which should arise by Sale or Exchange of such Parts of the said Hereditaments thereby conveyed as should be sold or

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*Hornyold's Estate Act, 1854.*

exchanged, and should not be invested in Purchase of Real Estates, or otherwise applied pursuant to the Trusts of the said Settlement, and the Stocks, Funds, and Securities on which such Monies should be invested (but subject and without Prejudice as last aforesaid), all which Monies, Stocks, Funds, and Securities by the said Indenture now in recital assured being for the Purposes of such Indenture deemed to be Land or Real Estate, to hold the said Hereditaments, Monies, and Securities unto the said *Peregrine Towneley* and *Robert Berkeley*, their Heirs and Assigns, (subject and without Prejudice to the aforesaid Mortgage Securities executed and made as therein and hereinbefore mentioned to the said *Sir Edward Mostyn*, and to the said *Charles Hanford* and *William Acton* respectively, and to the Principal Monies due thereon respectively,) to the Use of the said *Thomas Charles Hornyold* and his Assigns during his Life, by way of Confirmation, as far as respected the said settled Estates, of the Estate for Life limited to him by the said Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, to the Intent that he might have and enjoy all the said Hereditaments and Premises during his Life, without Impeachment of Waste, and exercise all the Powers and Authorities given to him in and by the said Settlement, or Powers and Authorities similar thereto, over and with respect to all the Hereditaments and Premises thereby assured, but subject to the Payment of the Interest of the said Mortgage Debts during his Life, with Remainder to Trustees during his Life, to preserve contingent Remainders, and after the Decease of the said *Thomas Charles Hornyold*, in case the said *Lucy Hornyold* should survive him, to the Use and Intent that she might receive, out of the Hereditaments comprised in the herein-before recited Indenture of the Ninth Day of *May* One thousand eight hundred and twenty-eight, the Jointure Rentcharge of Eight hundred Pounds *per Annum*, thereby charged in her favour; and to the further Use and Intent that in case the said *Lucy Hornyold* should survive the said *Thomas Charles Hornyold*, and there should be a Failure of Issue Male of their Marriage, that she might receive an additional Jointure Rentcharge of Two hundred Pounds *per Annum* issuing out of all the said Hereditaments and Premises by the said Indenture now in recital assured, and to be payable to her during her Life, on such and the same Days, and with such and the same Powers for enforcing Payment thereof, as were given to her by the said Indenture of the Ninth Day of *May* One thousand eight hundred and twenty-eight with respect to the said Jointure Rentcharge of Eight hundred Pounds, and, subject as aforesaid, to the Use of the said *Charles Hanford* and *William Acton*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years, commencing from the Day of the Death of the said *Thomas Charles Hornyold* (if the said *Lucy Hornyold* should survive him), without Impeachment

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Impeachment of Waste, upon such and the same Trusts for better securing, not only the said Jointure Rentcharge of Eight hundred Pounds, but also the said Rentcharge of Two hundred Pounds, and subject to such or a similar Proviso for the Cesser of such Term as to all the said Hereditaments as were respectively mentioned in the said last-mentioned Indenture with respect to the Hereditaments therein comprised, and, subject as aforesaid, to the Use of the First and every other Son successively and according to Seniority of the said *Thomas Charles Hornyold*, in remainder one after another, and the Heirs Male of the Body of each such Son, and for default of such Issue to the Use of such Daughter or Daughters (if any) of him the said *Thomas Charles Hornyold*, and the Heirs Male or Heirs of the Body or Bodies of such Daughter or Daughters, as he the said *Thomas Charles Hornyold*, by any Deed or Deeds, revocable or irrevocable, or by his last Will, should appoint, and for default of such Appointment to the Use of such Son or Sons of the said *Thomas Charles Hornyold*, and the Heirs of the Body or Bodies of such Son or Sons, for an Estate or Estates in Tail General, as he, by any Deed or Deeds, revocable or irrevocable, or by his last Will, should appoint, and for default of any such Appointment, and as to such Part or Parts of the said Hereditaments as should not be appointed as aforesaid, and subject to any partial Appointment thereof, to such Uses as the said *John Vincent Gandolfi* should, by any Deed or Deeds, revocable or irrevocable, or by his last Will, appoint, and in default of and subject to any such Appointment, to the Use of the said *John Vincent Gandolfi*, his Heirs and Assigns for ever, subject to a Power authorizing the said *Thomas Charles Hornyold*, instead of limiting the said Hereditaments or any of them to a Daughter or Daughters in Tail Male or in Tale as aforesaid, to charge the same or any Part thereof with a Sum or Sums of Money for the Portion or Portions of his Daughter or Daughters, by way of Substitution for the aforesaid Power of appointing the said Hereditaments to such Daughter or Daughters, in manner aforesaid, and also subject to a Power authorizing the said *Thomas Charles Hornyold*, by Deed or Will, to charge the said Hereditaments with a Sum or Sums of Money, not exceeding Twenty thousand Pounds, for his own Benefit, with Interest, to be paid to such Person as he should appoint, and to create a Term or Terms of Years for securing the due Payment of the Money so to be charged, and subject to a Proviso that if the said *Thomas Charles Hornyold* should not discharge a certain Debt of Two thousand nine hundred and fifty-five Pounds or thereabouts, therein mentioned, secured by his Bond dated the Eleventh Day of *January* then instant, the same should be deemed Part of the said Sum of Twenty thousand Pounds, and subject as to the said Hereditaments and Premises to a Proviso that in case the said *John Vincent Gandolfi* should die during the Lifetime of the said *Thomas Charles Hornyold*,

*Hornyold's Estate Act, 1854.*

*Hornyold*, without leaving Issue living at his (the said *John Vincent Gandolfi's*) Death, or leaving such Issue in case all such Issue should die or fail in the Lifetime of the said *Thomas Charles Hornyold*, it should be lawful for the said *Thomas Charles Hornyold*, by any Deed or Deeds duly executed by him, or by his last Will, to revoke the Uses therein-before limited, so far as such Power could be reserved to him by the Indenture now in recital, but not otherwise, or any of such Uses, and either as to all or any Part or Parts of the said Hereditaments, and to limit or declare such other Uses of or concerning the Hereditaments the Uses whereof should be so revoked as he should think proper; and by the same Indenture the said *Thomas Charles Hornyold* assured to the said *John Vincent Gandolfi*, his Executors, Administrators, and Assigns, all the Policies of Assurance therein-before referred to, and all Monies which should become payable by virtue thereof respectively, to hold the same (subject to the aforesaid Mortgage Securities to the said Sir *Edward Mostyn* and the said *Charles Handford* and *William Acton* respectively) unto the said *John Vincent Gandolfi*, his Executors, Administrators, and Assigns, for his and their own Use; and by the said Indenture now in recital it was declared, that in case the said *John Vincent Gandolfi*, his Heirs or Assigns, should become entitled in possession under the Limitations aforesaid to the said Hereditaments and Premises, and no Revocation of such Limitations should have been made, or being made should take effect, the said Sum of Sixteen thousand Pounds charged as aforesaid by the said *Thomas Charles Hornyold* on the said settled Estates should be deemed to have been discharged by the Payment to him of the aforesaid Sum of Sixteen thousand Pounds by the Trustees of the said Settlement, and such Sum, and the Securities for the same, should also be deemed to have been discharged, and the said Hereditaments deemed to have been released from the same: And whereas by an Indenture bearing Date the Seventeenth Day of *January* One thousand eight hundred and forty-six, made between the said *John Vincent Gandolfi*, therein described as of *Overbury Court* in the County of *Worcester*, Esquire, of the First Part, *Charlotte Mary Langdale* Spinster, Second Daughter of the Honourable *Charles Langdale* of *Houghton* in the County of *York*, of the Second Part, and *Francis Fitzherbert* of *Overbury Court* aforesaid, Esquire, and *Compton John Hanford* of *Woollas Hall* in the said County of *Worcester*, Esquire, of the Third Part, being One of the Settlements executed in contemplation of the Marriage then intended and shortly after duly solemnized between the said *John Vincent Gandolfi* and *Charlotte Mary Langdale*, for the Consideration therein expressed the Hereditaments comprised in the said Indenture of Settlement of the Twelfth Day of *January* One thousand eight hundred and forty-three, subject and without Prejudice as therein mentioned, were by the said *John Vincent*

Indenture,  
dated 17th  
January  
1846.



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*Vincent Gandolfi* conveyed and assured unto the said *Francis Fitzherbert* and *Compton John Hanford* and their Heirs, to the Use of the said *John Vincent Gandolfi* and his Heirs, until the Solemnization of the said intended Marriage, and after the Solemnization thereof to the Use of the said *John Vincent Gandolfi* and his Assigns during his Life, without Impeachment of Waste, with Remainder to the Use of the said *Francis Fitzherbert* and *Compton John Hanford* and their Heirs, during the Life of the said *John Vincent Gandolfi*, in trust to preserve contingent Remainders, with Remainder to the Use of the First and every other Son of the said *John Vincent Gandolfi* by the said *Charlotte Mary Langdale*, successively and according to Seniority, in remainder one after another, and the Heirs Male of the Body of each such Son, with Remainder to the Use of the said *John Vincent Gandolfi*, his Heirs and Assigns for ever: And whereas the Marriage between the said *John Vincent Gandolfi* and *Charlotte Mary Langdale*, now *Charlotte Mary Gandolfi*, was duly solemnized in the Month of *January* in the Year One thousand eight hundred and forty-six, and there is Issue of such Marriage Four Sons only, *videlicet*, *Thomas Charles Gandolfi*, *Vincent Joseph Gandolfi*, *Alfred Joseph Gandolfi*, and *Joseph Gandolfi*: And whereas the said *Peregrine Towneley* died in the Month of *January* in the Year One thousand eight hundred and forty-seven, leaving the said *Robert Berkeley*, his Co-Trustee, him surviving: And whereas the said *Charles Handford* died in the Month of *February* in the Year One thousand eight hundred and fifty-four, leaving the said *William Acton*, his Co-Trustee, him surviving: And whereas the Lands and Hereditaments comprised in or subject to the Uses and Limitations of the said in part recited Indentures of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve and the Twelfth Day of *January* One thousand eight hundred and forty-three, and which are more particularly described in the First Schedule to this Act annexed, from their general Situation, and especially from their Vicinity to *Malvern Wells* and to the Town of *Great Malvern*, offer highly eligible Sites for building upon an extensive Scale: And whereas Parts of the Land comprised in the Schedules to this Act annexed contain Beds of Clay or Brick Earth of considerable Depth and good Quality, and the same, or some Part thereof, could be let to great Advantage for the Purpose of manufacturing Bricks, Tiles, and other Articles, for the Manufacture of which the same Description of Earth is used: And whereas there are within and under the said Estates divers Beds or Quarries of Stone which could be easily worked if Powers were given to grant such Leases thereof as herein-after are expressed: And whereas Parts of the said Estates, from the Nature of the Soil and from other Causes, are now lying waste and wholly unproductive, or are in a rough State, covered with Furze, Fern, Brambles, or Briers, having never or only partially

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been

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been brought into Cultivation, and such Lands might be brought into Cultivation or otherwise greatly improved if the Term for which the same or for which Farms containing any such Lands may be leased could be extended so as to induce Persons to expend the Capital necessary for effectually draining, clearing, reclaiming, inclosing, embanking, protecting, or cultivating such Lands: And whereas the said Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve does not authorize the granting of any Lease or Leases for any Term or Period exceeding Twenty-one Years: And whereas the said Settlement of the Twelfth Day of *January* One thousand eight hundred and forty-three does not contain any Authority whatever to grant Leases: And whereas it would be for the Benefit of the said several Persons interested or entitled under the said several Settlements of the Twenty-fourth Day of *October* One thousand eight hundred and twelve and the Twelfth Day of *January* One thousand eight hundred and forty-three if such Powers of granting Building, Draining, and other Leases as are herein-after contained were given to the Persons in the Manner herein-after mentioned; but the same cannot be effected without the Aid of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Thomas Charles Hornyold* and *Lucy* his Wife, *Robert Berkeley*, *William Acton*, *John Vincent Gandolfi* and *Charlotte Mary* his Wife, *Francis Fitzherbert*, and *Compton John Hanford*, 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 Commons, in this present Parliament assembled, and by the Authority of the same,

Power for Tenants for Life in possession, and for Guardians during Minorities, to grant Building Leases.

I. That it shall be lawful for the said *Thomas Charles Hornyold* during his Life, and after his Decease for the Person who shall by virtue of or under the Limitations in the said in part recited Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, or in the said in part recited Indenture of Settlement of the Twelfth Day of *January* One thousand eight hundred and forty-three, contained, be for the Time being seised of or entitled to the First Estate of Freehold or Inheritance in possession of and in the Lands and Hereditaments comprised in the Schedules to this Act annexed, if such Persons shall be of the full Age of Twenty-one Years, or if not then for the Guardian of such Person for the Time being, by Indenture, to be sealed and delivered in the Presence of and to be attested by One or more than One Witness, from Time to Time to demise or lease all and every or any Part of the several Lands and Hereditaments comprised in the First Schedule to this Act annexed, or any Lands and Hereditaments immediately adjoining thereto or to any Part thereof which may be purchased or acquired under the Power contained

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*Hornyold's Estate Act, 1854.*

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contained in the said in part recited Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, and shall for the Time being be subject to the Uses or Trusts thereof, and also any Lands and Hereditaments which may be purchased or acquired under the Authority of this Act, and either with or without any Buildings erected and standing thereon, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in possession, and not in reversion or by way of future Interest, to any Person or Persons who shall be willing to erect and build any Dwelling or other Houses, Manufactories, Warehouses, or other Erections or Buildings on the Land or Ground proposed to be demised, or any Part thereof, or to improve, by repairing or otherwise, any Houses or Buildings on the said Land or Ground, or to erect and build any other Houses or Buildings in lieu thereof or in addition thereto, or who shall be willing to annex any Part of the said Land or Ground for Pleasure Grounds, Paddocks, or Plantations, for detached Villas, or for Gardens, Yards, and other Conveniences to Buildings erected and built or to be erected or built on the said Land or Ground or any Part thereof, or on any adjoining Land or Ground forming Part of the Land in the First Schedule to this Act annexed, or which may be purchased or acquired under the Authority of this Act; and with or without Liberty for the Lessees to take down Buildings standing on the Land or Ground in such Leases respectively to be comprised, and to convert, apply, and dispose of the Materials thereof to such Purposes as may be agreed upon; and also with or without Liberty for the Lessees to erect Villas or detached Residences, with suitable Offices, and to appropriate a convenient Part of the Land adjoining (not exceeding Ten Acres in any One Case) for Pleasure Grounds, Paddocks, or Plantations to such Villas, or otherwise for the Convenience, Use, or Enjoyment of the Tenants thereof; and also with or without Liberty for the Lessees to set out and allot any Parts of the Land or Ground to be comprised in such Leases as and for the Site of Streets, Squares, Circuses, or other Spaces of Ground, Roads, Lanes, Courts, Ways, Avenues, Paths, Passages, Sewers, Drains, Walls, Fences, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use and Convenience of individual Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement thereof; and also with or without Liberty for the Lessees to dig and make, in or under any of the Land or Ground which may be set out or allotted for Streets, Squares, Circuses, Roads, Lanes, Courts, Ways, Avenues, or Passages as aforesaid, Arches, Cellars, or other Easements to any Houses or Buildings; and also with or without Liberty for the Lessees to fell, cut, dig, and to use or carry away, sell and dispose of, in and upon or out of the Land or Ground to be comprised in their respective Leases, such Timber, Stone, Slate, Earth, Clay, Loam, Sand, or Gravel as it may  
be

*Hornyold's Estate Act, 1854.*

Terms upon  
which the  
Leases are to  
be granted.

be necessary or convenient to use or to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Brick Earth or Clay or Sand out of any convenient Part of the Premises to be comprised in such Leases, and to manufacture the same into Bricks or Tiles to be used in such new Buildings, Repairs, or Improvements as aforesaid, or to be sold and disposed of, as may be agreed upon; and also with or without any other Liberties or Privileges which to the Person granting such Lease may seem reasonable, or which may be usual in Leases of a similar Description; so that in every such Lease there be reserved and made payable during such Demise or Lease (except in those Cases in which a Peppercorn Rent may be reserved, according to the Provisions herein-after contained), and to be incident to and go along with the Remainder or Reversion immediately expectant on the Determination thereof, the best yearly Rent that can at the Time of the making the same, and considering the Nature and Circumstances of the Case, and the Responsibility of the proposed Tenant, be obtained or reasonably expected for the same, such Rents to be made payable by half-yearly or quarterly Payments; and so that every such Lease be made without taking for or in respect of making the same any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift; and so that in every such Lease made for the Purpose of having Buildings finished or erected and built there be contained a Covenant on the Part of the Lessee substantially to build and finish the Houses or other Buildings which may be agreed to be erected or built on the Premises, if not then already done, within a Time to be specified for that Purpose, and to keep in repair during the Term such Houses and other Buildings; and so that in every such Lease made for the Purpose of having Buildings repaired or rebuilt there be contained a Covenant on the Part of the Lessee substantially to rebuild or repair the same within a Time to be specified for that Purpose, and to keep in repair during the Term the Houses and other Buildings agreed to be rebuilt or repaired; and so that in every Lease, whether for building or repairing or otherwise, there be contained on the Part of the Lessee a Covenant for the due Payment of the Rent to be thereby reserved, unless the same shall be a Peppercorn, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the same Premises, and also a Covenant to surrender the Possession of and leave in good Repair the Houses or other Buildings to be erected and built or repaired on the Premises comprised in such Lease on the Expiration or other sooner Determination of the Term to be thereby granted; and so that in every such Lease there be contained a Power for the Person for the Time being entitled to the Receipt of the Rent thereby reserved, or his Servants and Agents, to enter upon the Premises, and to inspect the Condition thereof, and also a Proviso or Condition, or Clause in the Nature of a Proviso or Condition, of Re-entry, and  
of

*Hornyold's Estate Act, 1854.*

of making void and determining the same, in case the Rent by such Lease to be reserved shall be behind and unpaid for any Period or Space to be therein limited, not exceeding Thirty Days after the Time to be appointed for the Payment thereof, unless the same shall be a Peppercorn, (such Rent having been lawfully demanded at or at any Time after the Expiration of the Period to be by such Lease limited,) and also a Proviso or Condition for Re-entry for Nonperformance or Nonobservance of any of the Covenants, Provisoes, and Conditions therein contained on the Part of the Lessee, his Heirs, Executors, Administrators, or Assigns, and with or without a Proviso (as to the Person granting such Lease shall seem fit) that no Breach of any of the Covenants, Provisoes, and Conditions to be therein contained (except of the Covenant for Payment of the Rent, and of such other Covenant, Proviso, or Condition (if any) as may be agreed between the Parties so to be 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 any Action for such Breach of Covenant, and unless the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of Three Months after Judgment shall have been obtained in such Action, and all such other Covenants, Conditions, Provisoes, Agreements, and Restrictions (if any) as from the Nature of the Case may appear to the Person granting such Lease to be reasonable or proper; and so that the respective Lessees execute Counterparts or Duplicates of their respective Leases; and so that no Lessee to whom any such Lease shall be made be by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing Waste, save so far as may be necessary for the Purposes hereby authorized.

II. That it shall be lawful for the said *Thomas Charles Hornyold* during his Life, and after his Decease for the Person who shall by virtue of or under the Limitations in the said in part recited Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, or in the said in part recited Indenture of Settlement of the Twelfth Day of *January* One thousand eight hundred and forty-three, contained, be for the Time being seised of or entitled to the First Estate of Freehold or Inheritance in possession of and in the Lands and Hereditaments comprised in the Schedules to this Act annexed, if such Person shall be of the full Age of Twenty-one Years, or if not then for the Guardian of such Person for the Time being, by Indenture, to be sealed and delivered in the Presence of and to be attested by One or more than One Witness, from Time to Time to demise or lease, all and every or any Part of the several Lands and Hereditaments comprised in the Schedules to this Act annexed, or any Lands and Hereditaments immediately adjoining thereto or to any Part thereof, which may be purchased or acquired

Power to grant Draining Leases.

[*Private.*]

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under

*Hornyold's Estate Act, 1854.*

Terms upon  
which the  
Leases are  
to be  
granted.

under the Power contained in the said in part recited Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, and shall for the Time being be subject to the Uses or Trusts thereof, and also any Lands and Hereditaments which may be purchased or acquired under the Authority of this Act, for any Term or Number of Years not exceeding Twenty-one Years, to take effect in possession, and not in reversion or by way of future Interest, to any Person who shall be willing to drain, or bring into Cultivation, or render fit for Pasture, Tillage, or Planting, or otherwise improve the Land or Ground proposed to be demised, or any Part thereof, or to build Agricultural Dwellings or other Buildings thereon, and with or without any Liberties or Privileges which to the Person granting such Lease may seem reasonable; so that in every such Lease there be reserved and made payable during the said Demise or Lease, to be incident to and go along with the Remainder or Reversion immediately expectant on the Determination thereof, the best yearly Rent that can at the Time of making the same, and considering the Nature and Circumstances of the Case, and the Responsibility of the proposed Tenant, be obtained or reasonably expected for the same, such Rent to be made payable by half-yearly or quarterly Payments; and so that every such Lease be made without taking for or in respect of making the same any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift; and so that in every such Lease there be contained on the Part of the Lessee a Covenant for the due Payment of the Rent to be thereby reserved, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the same Premises; and so that in every such Lease there be contained a Power for the Person for the Time being entitled to the Receipt of the Rents thereby reserved, or his Servants and Agents, to enter upon the Premises, and to inspect the Condition thereof, and also a Proviso or Condition, or a Clause in the Nature of a Proviso or Condition, for Re-entry, and of making void and determining the same, on Nonpayment of the Rent to be thereby reserved for any Period or Space to be therein limited, not exceeding Thirty Days after the Time to be appointed for Payment thereof, such Rent having been lawfully demanded at or at any Time after the Expiration of the Period to be by such Lease limited, and all such other Covenants, Conditions, Provisoes, Agreements, and Restrictions (if any) as from the Nature of the Case may appear to the Person granting such Lease to be reasonable or proper; and so that the respective Lessees execute Counterparts or Duplicates of their respective Leases.

Authorizing  
Leases of  
Beds of  
Clay or  
Brick

III. That, subject and without Prejudice to the Authority hereinbefore contained enabling Powers to dig and use Brick Earth and Clay to be inserted in Building Leases, it shall be lawful for the said *Thomas Charles Hornyold* during his Life, and after his Decease for the  
Person

*Hornyold's Estate Act, 1854.*

Earth and  
Stone on the  
said Estates.

Person who shall under or by virtue of the Limitations in the said Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, or the said Indenture of Settlement of the Twelfth Day of *January* One thousand eight hundred and forty-three, contained, be for the Time being seised of or entitled to the First Estate of Freehold or Inheritance in possession of and in the Lands and Hereditaments comprised in the Schedules to this Act annexed, if such Person shall be of the full Age of Twenty-one Years, or if not, for the Guardian of such Person for the Time being, by Indenture, to be sealed and delivered by him in the Presence of and to be attested by One or more than One Witness, from Time to Time to demise and lease or grant for the Term of Seven Years, or any less Term or Number of Years, to take effect in possession, and not in reversion or by way of future Interest, all or any Beds of Clay, Brick Earth, or Stone situate in or upon the Lands and Hereditaments comprised in the Schedules to this Act annexed, or any Lands and Hereditaments which may be purchased or acquired under the Power for that Purpose contained in the said Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, and shall for the Time being be subject to the Uses and Trusts thereof, and also any Lands and Hereditaments which may be purchased or acquired under the Authority of this Act, provided such last-mentioned Lands shall be intermixed with or adjoining to any Lands mentioned in the Schedules to this Act, unto any Person or Persons whomsoever, together with full Power and Authority to dig, take, manufacture, use, carry away, and dispose of all such Beds of Clay, Brick Earth, or Stone as shall be found within, under, or upon the Lands and Hereditaments to be comprised in such Lease or Grant, and together with all such other Rights, Powers, Privileges, Easements, and Advantages whatsoever as shall be deemed necessary or convenient for working, obtaining, manufacturing, rendering merchantable or marketable, selling, carrying away, or otherwise disposing of the Clay, Brick Earth, or Stone to be leased or granted as aforesaid, or for any other Matter or Thing connected therewith or relating thereto; so that every such Lease or Grant shall contain the best Reservation by way of Rent or Royalty which can at the Time of the making the same, considering the Nature and Circumstances of the Case, and the Responsibility of the proposed Tenant or Grantee, be reasonably had or expected for the same; and so as no Fine, Premium, or Foregift; or anything in the Nature thereof, be taken for or in respect of such Lease; and so as that the Rent or Royalty be reserved or made payable by equal half-yearly or quarterly Payments in every Year at the least, clear of all Deductions whatsoever; and so as in every such Lease there be contained Powers of Distress and Entry and of Perception of Rents and Profits for securing and recovering the Payment of the Rent thereby to be reserved or made payable respectively; and

so

*Hornyold's Estate Act, 1854.*

so as in every such Lease there be contained such other Covenants, Provisoes, Conditions, and Agreements as are usually contained in Leases or Grants of a similar Description, as to the Persons making the same may seem fit.

Certificate of Lessor of having received Counterpart sufficient.

IV. That the Receipt of the Person making every or any Lease or Grant under the Authority of this Act, whether for building or repairing or other Purposes, indorsed on such Lease or Grant, acknowledging that he had received such Counterpart or Duplicate thereof as is hereby required to be executed of such Lease or Grant, shall, in favour of the Lessee or Grantee, and of all Persons claiming under him, be Evidence that such Counterpart or Duplicate was duly made and executed, pursuant to the Provisions of this Act.

Power to appropriate any Part of the Land for Streets, Squares, &c.

V. Provided, always, That it shall be lawful for the said *Thomas Charles Hornyold* during his Life, and after his Decease for the Person for the Time being empowered by this Act to make Leases for the Purposes of building or repairing as aforesaid, to set out, allot, and appropriate, or authorize and empower the Lessee to whom any Lease may be granted or agreed to be granted to set out, allot, and appropriate, any Part or Parts of the Land or Ground so authorized to be leased as aforesaid, either including or excluding the Sites of all or any of the Houses, Erections; or Buildings standing and being or building or forming on the said Ground, as and for Streets, Roads, Squares, Ways, Avenues, Paths, Passages, Drains, Sewers, Reservoirs, Conduits, Watercourses, or other Easements and Conveniences, and to make and form, and from Time to Time alter, or to authorize and empower the Lessee to make and form and from Time to Time alter, into or for Streets, Roads, Squares, Ways, Avenues, Passages, Drains, Sewers, Reservoirs, Conduits, Watercourses, or other Easements or Conveniences, the Land so set out, allotted, and appropriated as aforesaid, and also to remove, fill up, arch over, cover in, stop, and divert, or authorize and empower the Lessee to remove, fill up, arch over, cover in, stop, and divert, any Mounds, Pits, Dykes, Ditches, Ponds, Drains, Conduits, and Watercourses in or upon the said Land or Ground; and also to divide the said Land or Ground into such Lots, or in such Way or Manner as shall be thought most beneficial, and to form or authorize and empower the Formation or Alteration of such Squares, Circuses, Pleasure Grounds, or Promenades for the Accommodation of the Tenants and Occupiers of the Houses and Buildings to be erected as aforesaid, or for the general Improvement of the Estate, in such Manner and upon such Terms, and either subject to or without being subject to any annual or other Payments by the respective Lessees or Occupiers of Premises and Buildings to be erected as aforesaid, as shall be mentioned and agreed upon, either in the Lease so to be made as aforesaid, or in  
any



*Hornyold's Estate Act, 1854.*

any general Deed to be executed or which may have been executed for that Purpose by the Person granting such Lease, or by his immediate or any other Predecessor in Title, in pursuance of the Powers herein contained.

VI. That it shall be lawful for the said *Thomas Charles Hornyold* during his Life, and after his Decease for the Person for the Time being authorized by this Act to make Leases for the Purpose of building or repairing as aforesaid, to dispose of and convey, without receiving any valuable Consideration for so doing, any Part of the said Lands and Hereditaments comprised in the said First Schedule to this Act annexed, and the Inheritance thereof in Fee Simple, for any of the charitable or public Purposes herein-after mentioned; namely, for building any Church or Chapel, Schoolhouse or Parsonage House, or for any Garden or Orchard to any Schoolhouse or Parsonage House, or for any Churchyard, or Addition to any Churchyard already existing, so as that any such Chapel, Schoolhouse, Parsonage House, or Churchyard shall be appropriated or intended to be appropriated to the Purposes of the Church of *England* as by Law established, and so as not more than Five Acres in the whole shall be granted for all or any of the aforesaid Purposes, and so nevertheless that no such Disposition as aforesaid shall be made except with the Consent of Her Majesty's High Court of Chancery, to be obtained upon Petition in a summary Way.

Ground may be appropriated for building Churches, School-houses, &c., with Consent of the Court of Chancery.

VII. Provided also, That it shall be lawful for the said *Thomas Charles Hornyold* during his Life, and after his Decease for the Person for the Time being authorized by this Act to grant Leases for the Purposes of building or repairing, to enter into any Contract in Writing for granting Leases of the said Land or Ground herein-before authorized to be leased as aforesaid, with the Buildings (if any) which shall be standing on such Land or Ground or any Part thereof, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable; and to agree, as and when any Land or Building so agreed to be let, or any Part thereof, shall be built upon, rebuilt, or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract, by Indenture, sealed and delivered as aforesaid, to demise and lease the Ground and Buildings mentioned in such Contract, or any Part thereof, to the Person contracting to take the same, or his Executors, Administrators, or Assigns, or to such other Persons as he shall nominate in that Behalf, during the Remainder of the Term to be specified in such Contract, and in such Parcels, and under and subject to such Portion of the yearly Rent to be specified in such Contract, as shall be thought proper, but so nevertheless

Power to enter into Contracts for Leases, and to apportion Rent, on Leases being granted.

[*Private.*]

that

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*Hornyold's Estate Act, 1854.*

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that if the yearly 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 the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Land or Buildings to be comprised in such Lease when fit for Habitation and Use; and (if the Person granting such Lease shall think the same expedient) to agree that the full Rent specified in such Contract shall be reserved in the Leases to be granted of a given Quantity, to be specified in such Contract, of the Land or Ground thereby agreed to be demised, not being less than the Proportion aforesaid, and that the Residue thereof shall be demised at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract shall have been reserved in any Lease to be granted, at such Time and in such Manner as may be thought proper; or if no given Quantity of Land or Ground for such Purpose shall be specified in such Contract, to agree that when the full Rent agreed to be reserved shall have been reserved in the Leases granted of a competent Part of the said Land or Ground thereby agreed to be demised, the Residue thereof (if any) shall be demised by One or more than One Lease at the yearly Rent of a Peppercorn; and in case of Leases to be granted subject to a Rent of a Peppercorn, 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 full yearly Rent agreed to be reserved in such Contract may be made to commence at such Period or Periods within or at the Expiration of Five Years from the Date of such Contract, 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 thought proper, and as in such Contract 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 shall be granted of any Part of the Hereditaments so contracted to be leased the Hereditaments so for the Time being leased shall be discharged from such Contract, and that the Person with whom such Contract shall be entered into shall remain liable in respect of such Part of the Hereditaments comprised in such Contract which shall not for the Time being be leased to the Payment only of such Portion of the Rent by such Contract agreed to be paid as may be thought proper, and shall in such Contract be provided for; and also to agree that the Person with whom such Contract may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted

*Hornyold's Estate Act, 1854.*

granted to Lessees under the Power of leasing herein-before contained.

VIII. Provided also, That in every such Contract there shall be inserted a Clause or Condition for vacating the same, or for Re-entry, with respect to such Part of the Lands and Buildings therein comprised and agreed to be let as shall not have been actually leased in pursuance of such Contract, and shall not be built on, or repaired, laid out, formed, or improved, in the Manner in such Contract stipulated, and within a reasonable Time to be therein appointed, and also a Clause or Condition that the Person to whom such Lease ought to be granted pursuant to such Contract shall accept the same, and execute a Counterpart or Duplicate thereof within a reasonable Time, to be appointed by any such Contract, or that in default thereof such Contract, as to the Lands and Buildings not actually leased by virtue of the same Contract, shall be void; and every such Contract shall be binding, and shall be carried into effect by a Lease or Leases to be granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

Contracts to contain certain Clauses.

IX. Provided also, That it shall be lawful for the said *Thomas Charles Hornyold* during his Life, and after his Decease for the Person for the Time being authorized by this Act to grant Leases for Building or Repairing Purposes, from Time to Time to enter into any new Contract or Agreement with any Person with whom any Contract shall have been entered into by virtue of this Act, by way of Addition to or Alteration or Explanation of all or any of the Covenants or Agreements in such Contract contained or to be contained, or to release the Person with whom any Contract shall have been entered into by virtue of this Act, and his Heirs, Executors, Administrators, or Assigns, from the Observance of all or any Part of his Contract, and (if thought expedient so to do) to enter into any new Covenants or Agreements in Writing with such Person, or his Executors, Administrators, or Assigns, in lieu of the Part of the same Contract which shall have been so released, or to accept or authorize a Surrender of all or any Part of the Hereditaments comprised in any such Contract, and that the Hereditaments so surrendered may be leased, or contracted and agreed to be leased, and afterwards leased, under the Powers of this Act, in the same Manner as if no Contract for leasing the same had been previously entered into or executed: Provided always, that the new Covenants or Agreements hereby authorized to be made and entered into shall be in conformity with the Powers and Provisions of this Act.

Power to alter, release, or renew Contracts.

X. Pro-

*Hornyold's Estate Act, 1854.*

Contracts to form no Part of Title after Leases shall have been granted.

X. Provided also, That after any 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.

Leases valid, though varying from Contracts.

XI. Provided also, That every Lease to be granted under the Authority of this Act shall be deemed and taken to be duly granted although it should have been preceded by a Contract, and such Contract should not in all respects have been duly observed, provided such Leases be in other respects in conformity with the Provisions of this Act.

Leases void or voidable for Informality may be confirmed.

XII. That it shall be lawful for the said *Thomas Charles Hornyold* during his Life, and after his Decease for the Person for the Time being authorized by this Act to grant Leases (if he shall think fit so to do), to confirm any Lease to be granted by virtue of this Act, in any Case in which for some technical Error or Informality in granting or executing the same, or in entering into the Contract for granting the same, such Lease shall be void or voidable, or to grant any Lease, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Lease, for any Term or Number of Years not exceeding the then Residue of the Term granted or purported to be granted by such void or voidable Lease, and at and under the same yearly Rent or at a larger Rent than was reserved in such void or voidable Lease, so nevertheless that no Fine or Premium shall be accepted or taken for making any such Confirmation or new Lease.

Lessees Covenants to run with Land, &c. for Benefit of Lessor.

XIII. That all Covenants for the Benefit of the Inheritance which shall be entered into by any Lessee or Grantee of any Lands or other Hereditaments, or of any Licence, Privilege, or Authority under the Authority of this Act, shall, on the one Hand, be deemed to run and shall run with the Land and Hereditaments, Liberty or Licence, leased or granted to such Lessee or Grantee, and shall bind him, his Heirs, Executors, Administrators, and Assigns, and shall on the other Hand be deemed to run and shall run with the Reversion of the Lands or Hereditaments to be comprised in the Lease or Grant thereof, or in the Case of a Grant of Easements, Liberties, Licences, or Privileges, with the Rent reserved by the Grant or Lease thereof, so as that the Person for the Time being entitled to the Reversion immediately expectant on the Determination of the Lease or Grant or to such Rent or other Reservations (as the Case may be) shall have the full Benefit of such Covenants, and be able to maintain an Action of Covenant thereon in his own Name.

XIV. That

*Hornyold's Estate Act, 1854.*

XIV. That it shall be lawful for the said *Thomas Charles Hornyold* during his Life, and after his Decease for the Person for the Time being authorized by this Act to grant Leases, either for Building or Repairing or other Purposes, at any Time to accept or authorize a Surrender of all or any of the Hereditaments comprised in any Farming or other Lease which may have been granted, either before or after the passing of this Act, and upon any such Surrender to grant Leases, under the Powers and Authorities herein-before contained, of the Lands, Buildings, or other Hereditaments so to be surrendered, or any Part thereof, either alone or together with any other Part of the Buildings, Lands, and Grounds which are hereby authorized to be leased as aforesaid, making such Allowance or Remuneration by way of annual Charge upon the Premises so surrendered, to the Person surrendering the same, in regulating the Terms upon which new Leases shall be granted, either to the Person surrendering or to any other Person, for the Value (if any) of the Estate or Interest which shall have been so surrendered, as the Person granting such Lease shall think reasonable, but so that no such Allowance or annual Charge shall continue for a longer Term or Period than the Term or Period at which the Estate or Interest which shall be surrendered would, if not surrendered, have determined by Effluxion of Time, and also that if Possession of the Hereditaments comprised in any Lease or Contract to be made or entered into pursuant to this Act, or any Part thereof, shall be resumed, or the same Hereditaments shall be entered into or recovered under and by virtue of any Condition of Re-entry in such Lease or Contract contained, or otherwise, then and in every such Case it shall be lawful for the Person for the Time being authorized by this Act to grant Leases, to grant Leases or enter into Contracts for the granting of 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 Lease or Contract for Lease thereof had been previously granted.

Power to accept Surrenders of Leases, and to re-demise the Premises so surrendered, and also Premises the Leases, &c. of which may have been avoided by Re-entry.

XV. Provided always, That in every Case in which an existing Lease shall be surrendered by a Person not intending to accept a new Lease of the whole or any Part of the Hereditaments and Premises comprised in the Lease so surrendered, it shall be lawful for the Person hereby empowered to accept or authorize such Surrender to make such Allowance or Remuneration to the Person by whom such Surrender shall be made, or to any other Person, for the Value (if any) of the Lease, Estate, or Interest which shall have been so surrendered, as the Person accepting or authorizing such Surrender shall think reasonable and proper, which Allowance or Remuneration shall be by way of annual Charge upon the Property or Premises so

Power to make Compensation to Persons surrendering Leases.

[Private.]

*Hornyold's Estate Act, 1854.*

surrendered, or some of them, or some Part thereof, or upon some other of the Hereditaments and Premises comprised in the Schedules to this Act, as the Person accepting or authorizing such Surrender, and the Person by whom such Surrender may be made, shall mutually agree upon, and shall be secured by Powers of Distress and Entry upon and Perception of the Rents, Royalties, Issues, and Profits of the Property and Premises charged therewith, if and when the same shall be in arrear, but so that no such Allowance or annual Charge shall continue for a longer Term or Period than the Term or Period at which the Lease, Estate, or Interest which shall be surrendered would, if not surrendered, have determined by Effluxion of Time; and in every Case in which an existing Lease shall be surrendered by a Person accepting or intending to accept a new Lease or Leases of the whole or any Part or Parts of the Hereditaments and Premises comprised in the Lease so surrendered, it shall be lawful for the Person hereby empowered to accept or authorize such Surrender to make such Allowance or Remuneration to the Person by whom such Surrender shall be made, for the Value (if any) of the Lease, Estate, or Interest which shall have been so surrendered, in ascertaining and determining the Rent, and regulating the Terms at and upon which such new Lease or Leases shall be granted, as the Person accepting or authorizing such Surrender shall think reasonable and proper, anything herein contained to the contrary thereof in anywise notwithstanding, or, at the Option of the Person accepting or authorizing such Surrender, to make such Allowance or Remuneration to the Person by whom such Surrender shall be made, or to any other Person, for the Value of the Lease, Estate, or Interest so secured, by way of annual Rentcharge upon the Property or Premises so surrendered, or some of them, or upon some other of the Hereditaments and Premises comprised in the Schedules to this Act annexed, as the Person accepting or authorizing such Surrender, and the Person by whom such Surrender shall be made, shall mutually agree upon, which annual Charge shall be secured by Powers of Distress and Entry upon, and Perception of the Rents, Royalties, Issues, and Profits of the Property and Premises charged therewith, if and when the same shall be in arrear, but so that no such annual Charge shall continue for a longer Term or Period than the Term or Period at which the Estate or Interest which shall be surrendered would, if not surrendered, have determined by Effluxion of Time.

Lessors may enter into Arrangement with Lessees for lighting, paving, &c.

XVI. Provided always, That it shall be lawful for the Person for the Time being empowered by this Act to grant Leases, at any Time after the passing of this Act to make or enter into any Arrangement with the respective Lessees or Tenants of the Lands and Hereditaments hereby authorized to be leased, or with some or any of such Lessees

*Hornyold's Estate Act, 1854.*

Lessees or Tenants, either alone or in conjunction with any other Person or Persons, for the lighting, paving, draining, supplying with Water, and cleansing, or for the general Improvement of the said Lands and Hereditaments or any Part thereof, and the Roads, Streets, Ways, and Passages in and about the same, and for such Purposes or any of them to give and grant or allow such Easements, Rights, Liberties, and Privileges to any Person or Persons whomsoever as shall or may be deemed expedient; and in order to carry any such Arrangement into effect to insert in any Lease or Contract which may be made or entered into under the Authority of this Act such Covenants, Agreements, and Stipulations on the Part of the Lessee, his Executors, Administrators, and Assigns, and such Reservations, Provisoes, and Conditions as shall or may be thought requisite or proper; and every Lease and Contract which may be so made or entered into as aforesaid shall be valid and effectual, notwithstanding the Insertion therein of such Covenants, Agreements, and Stipulations, Reservations, Provisoes, and Conditions as last aforesaid, or any of them.

XVII. That every Lease and Grant which shall be executed in pursuance of this Act shall be absolutely valid and binding at Law and in Equity upon all and every Persons and Person claiming or to claim any Estate, Right, or Title whatsoever, under or by virtue of the Limitations contained in the said in part recited Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, or in the said in part recited Indenture of Settlement of the Twelfth Day of *January* One thousand eight hundred and forty-three; and that the Right to receive the Rent to be reserved and made payable upon any Lease or Grant to be granted or made 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 Grant, or of any Forfeiture of the Term, Right, or Interest conferred thereby, and the immediate Reversion of the Land and Hereditaments to be comprised in any such Lease or Grant, 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 or granted in pursuance of the Provisions of this Act, then from and after such Entry the Lands or other Tenements or Hereditaments comprised in the Lease or Grant 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

Leases and  
Grants to be  
binding at  
Law.

*Hornyold's Estate Act, 1854.*

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 or granted as aforesaid.

Powers contained in the Settlement not to be affected, except so far as affected by this Act.

XVIII. That this Act shall not nor shall anything herein contained be construed or deemed or taken to revoke, suspend, annul, prejudice, lessen, or affect the Powers contained in the said Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, except so far as the same may be affected by the Exercise of any of the Powers of this Act.

Provisoes for Re-entry to be apportionable according to the Agreement of the Parties.

XIX. Provided also, That no Lease, Grant, or Contract to be made by virtue of the Provisions herein-before contained 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 where the Breach or Default in the Lessee's Covenant shall have been committed, or by any other Terms restricting the Right of 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 Intentions 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 or Nonobservance of the Covenants, Provisoes, or Conditions contained on the Part of the Lessee in the original Lease, by reason of the Breach or Nonperformance or Nonobservance 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,



*Hornyold's Estate Act, 1854.*

Breach or Nonperformance or Nonobservance of any of the said Covenants, Provisoes, 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.

XX. Provided always, That the Rents to be reserved and made payable upon any Lease or Grant to be granted or made under the Authority of this Act of any Clay, Brick, Earth, or Stone shall from Time to Time, during the Life of the said *Thomas Charles Hornyold*, or of any Person being Tenant for Life or in Tail of the Land or Ground in, under, or upon which any such Clay, Brick Earth, or Stone may be, shall be received by *Robert Berkeley* of *Spetchley Park* in the County of *Worcester*, Esquire, and *Francis Fitzherbert* of *Swynnerton Park* in the County of *Stafford*, Esquire, and the Survivor of them, and the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being acting in the Execution of the Trusts and Powers hereby created, instead of by the said *Thomas Charles Hornyold* or any other Tenant for Life or in Tail, or any Guardian of any Tenant for Life or in Tail, and the said *Robert Berkeley* and *Francis Fitzherbert*, and the Survivor of them, and the Executors or Administrators of such Survivor, and such other Trustees or Trustee as aforesaid, shall have such and the same Powers and Remedies for recovering and enforcing the Payment of the same Rents, Duties, Royalties, and Reservations, by Distress or Action, as the said *Thomas Charles Hornyold*, or any such Tenant for Life or in Tail, or any such Guardian, would legally have had if this present Provision had not been inserted in this Act; and the Receipts in Writing of the said *Robert Berkeley* and *Francis Fitzherbert*, or the Survivor of them, or the Executors or Administrators of such Survivor, or such other Trustees or Trustee as aforesaid, or their or his Agent respectively, duly authorized in Writing, and such Receipts only, shall from Time to Time be sufficient Discharges to the Lessee, or his Executors, Administrators, or Assigns, for the said

Rents of  
Brick  
Earth, &c.  
to be re-  
ceived by  
Trustees.

[Private.]

10 b

Rents,

*Hornyold's Estate Act, 1854.*

Rents, Duties, Royalties, and Reservations, or for so much thereof as in such Receipts respectively shall be acknowledged to be received; but nothing in this Proviso contained shall prejudice or affect the Right of the said *Thomas Charles Hornyold*, or any other Tenant for Life or in Tail, or any Guardian of any such Tenant for Life or in Tail, to re-enter on the Premises to be demised by any such Lease, by reason of any Forfeiture for Nonpayment of Rent or otherwise.

Application  
of Rents  
received by  
the Trus-  
tees.

XXI. That the said *Robert Berkeley* and *Francis Fitzherbert*, and the Survivor of them, and the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being acting in the Execution of the Trusts and Powers hereby created, shall stand and be possessed of and interested in the Rents so to be received by them or him as aforesaid upon the Trusts following; (that is to say,) upon trust from Time to Time to pay One Fourth Part of the Rents to be reserved on any such Lease or Grant of any Clay, Brick Earth, or Stone into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be there placed to an Account, to be entitled "*Ex parte Hornyold's Brick Earth and Stone Account*," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of His Majesty 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 His Majesty King *George* the Second, Chapter Twenty-four; and the Receipt of any Cashier of the Bank of *England* for the said One Fourth Part of the said Rents, and the Certificate of the said Accountant General annexed to the same, and filed in the Register Office of the said Court of Chancery, shall be an effectual and conclusive Discharge to the Person paying the same for the Money therein respectively mentioned and acknowledged to be received; and after filing such Certificate and Receipt as aforesaid the said *Robert Berkeley* and *Francis Fitzherbert*, or either of them, their or either of their Executors or Administrators, or other the Trustees or Trustee for the Time being acting in the Execution of the Trusts hereby created, shall not be answerable for the Misapplication or Nonapplication or be liable to see to the Application of such Money or any Part thereof; and as to the remaining Three equal Fourth Parts of the said Rents so to be received by them or him as aforesaid, upon trust to pay the same unto the said *Thomas Charles Hornyold*, his Executors, Administrators or Assigns, for his or their proper Use and Benefit during his Life, and after his Decease unto the Tenant for Life or in Tail for the Time being, or his Guardian, after deducting and retaining out of such last-mentioned Three equal  
Fourth

*Hornyold's Estate Act, 1854.*

Fourth Parts all such Costs or Charges (if any) as such Trustees or Trustee shall have incurred in or about the Recovery or Receipt of the said entire Rents, Duties, Royalties, and Reservations.

XXII. That upon a Petition to be preferred to the said Court in a summary Way by any Person interested in the Hereditaments for the Time being subject to the Limitations in the said in part recited Indentures of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, or the Twelfth Day of *January* One thousand eight hundred and forty-three, contained, either in possession, remainder, or reversion, or of the Guardian of any such Person, being an Infant, it shall be lawful for the said Court of Chancery, and the same Court is hereby required, to order all such Moneys as shall be paid into the Bank pursuant to this Act as aforesaid, 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, to be from Time to Time laid out, in such Manner as the said Court of Chancery shall direct, in the Purchase or Redemption of Land Tax, or in or towards the Discharge of any Mortgages, Debts, or other Incumbrances (being Charges on the Inheritance) affecting all or any Part of the Hereditaments and Premises comprised in the said Schedules to this Act, or in the Purchase of any Freehold or Copyhold Manors, Messuages, Lands, Tenements, or Hereditaments in *England* or *Wales*, whereof the Copyhold shall not exceed One Sixth Part of the Freehold, free from all Incumbrances (except Quitrents, Land Tax, and other Outgoings of that Nature), and the same Hereditaments shall immediately after the Purchase thereof be settled and assured to and for such and the same Uses, Trusts, Intents, and Purposes, and with, under, and subject to the same Powers, Provisoos, and Limitations, as the Hereditaments and Premises specified in the said Schedules to this Act now stand limited, settled, or assured under or by virtue of the said in part recited Indentures of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, and the Twelfth Day of *January* One thousand eight hundred and forty-three, or as near thereto as the Deaths of Parties and other Circumstances will admit.

XXIII. Provided always, That all Monies which pursuant to the Directions herein-before contained shall be paid into the Bank of *England* as aforesaid, 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, in the meantime and until such Monies shall be applied or be invested or laid out in or for all or any of the Purposes aforesaid, be

Court of Chancery empowered to direct Money to be laid out in Purchase of Lands or Discharge of Incumbrances.

For Investment of Trust Monies in Exchequer Bills until laid out in the Purchase of Lands.

*Hornycold's Estate Act, 1854.*

be from Time to Time laid out by the Accountant General of the said Court of Chancery in the Purchase of Navy, Victualling, or Exchequer Bills, and the Interest arising from the Money so laid out in the Purchase of such Navy, Victualling, or Exchequer Bills, and the Monies received for the same 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 Navy, Victualling, or Exchequer Bills; provided, that it shall and may be lawful for the said Court to make such General Orders, or Special Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in the Course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in Exchange for those which are so in the Course of Payment as shall be effectual for enabling such Receipt in Exchange, and that in that Event the Interest of the old Bills shall be laid out as before directed with respect to the Interest when the Bills are paid off; all which Navy, Victualling, and Exchequer Bills shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred to the said Court of Chancery in a summary Way as aforesaid, be ordered to be sold by the Accountant General for completing any such Purchase as aforesaid; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain after discharging the Expenses of the Application to the Court shall be paid to such Person as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased in case the same had been purchased pursuant to this Act, or to the Representatives of such Person.

Court of  
Chancery to  
make Orders  
as to Costs  
or Invest-  
ments, &c.

XXIV. That it shall be lawful for the said Court of Chancery, upon Petition to be preferred in a summary Way as aforesaid, from Time to Time to make such Orders as the said Court shall think expedient, just, or reasonable for allowing, taxing, and settling all Costs, Charges, and Expenses which shall be from Time to Time incurred in making the several Applications to the said Court of Chancery in pursuance of this Act, and in paying into the Bank of *England* as aforesaid such Monies as are herein-before directed to be paid in, and in taking the said Monies out of the Bank, and discharging Incumbrances as aforesaid, or investing the aforesaid Monies, or any of them, in the Purchase or Redemption of Land Tax, or in the Purchase of any such Manors, Messuages, Lands, Tenements, or Hereditaments as aforesaid, and in investigating the Title of the

same,

*Hornyold's Estate Act, 1854.*

same, or otherwise in carrying the Trusts and Purposes of this Act into execution, and also from Time to Time to make such Orders as the Court shall think expedient for Payment of all Costs, Charges, and Expenses as aforesaid out of the Monies so to be paid into the Bank, or out of the Monies arising by the Sale of the Navy, Victualling, or Exchequer Bills so to be purchased as aforesaid.

XXV. That if the said *Robert Berkeley* and *Francis Fitzherbert*, or any future Trustee or Trustees who shall succeed or shall be appointed in the Place or Stead of them or either of them, as hereinafter is mentioned, shall die, or shall go out of *Great Britain*, or shall desire to be discharged from or shall refuse or decline or become incapable to act in the Trusts or Powers hereby vested or reposed in them or him, before the said Trusts or Powers shall be fully executed or performed, or become incapable of being executed or performed, then and so often as any such Case shall happen it shall be lawful for the said High Court of Chancery, in a summary Way, upon the Petition of any Person interested in the Hereditaments for the Time being subject to the Limitations contained in the said in part recited Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, or the said Indenture of Settlement of the Twelfth Day of *January* One thousand eight hundred and forty-three, either in possession, remainder, or reversion, or of the Guardian of any such Person being an Infant, from Time to Time to nominate and appoint any Person or Persons to be proposed in the said Petition, or any other Person or Persons, to be a Trustee or Trustees in the Place or Stead of the Trustee or Trustees so dying, or going out of *Great Britain*, or desiring to be discharged, or refusing or declining or becoming incapable to act as aforesaid; and such new Trustee or Trustees shall and may in all Things act in the Management, carrying on, and Execution of the Powers and Trusts hereby created, as fully and effectually, to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been originally by this Act nominated a Trustee or Trustees.

For the Appointment of new Trustees.

XXVI. That it shall be lawful for the said *Thomas Charles Hornyold* during his Life, and after his Decease for the Person for the Time being authorized by this Act to grant Leases (if he shall think fit so to do), at any Time or Times (subject to such Sanction and Approbation as hereinafter in that Behalf is mentioned), with and out of any Monies which under the Powers contained in the said in part recited Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, or of this Act, shall be applicable to the Purchase of Land, to purchase from the

Power to purchase contiguous Lands, or Rights and Easements over them, and to make Exchanges of Easements.

[*Private.*]

*Hornyold's Estate Act, 1854.*

Owners of any Lands adjoining or near unto any of the said Lands comprised in the Schedules to this Act any such adjoining or nearly adjoining Lands, whether the same be of Freehold or Copyhold Tenure, or any Rights of Road or other Easements over, in, upon, or under the same, and to demise to any such Owners, or to any Person or Persons who shall have previously purchased or accepted Leases of any Part of the Lands comprised in the said Schedules hereto, or their several and respective Heirs, Executors, Administrators, or Assigns, for such Price or Prices or at such Rent or Rents as to the said *Thomas Charles Hornyold*, or to the Person so authorized to grant Leases as aforesaid, shall seem reasonable, any Rights of Road or other Easements over, in, upon, or under any of the said Lands comprised in the said Schedules to this Act, or any Rights of Road or other Easements which shall have been previously purchased by the said *Thomas Charles Hornyold*, or such other Person as aforesaid, under the Authority of this present Power, or the Right of using or enjoying any of the last-mentioned Rights of Road or other Easements, and to grant or join in granting for Terms of Years, to any Person or Persons who shall have previously accepted Leases of any Part of the said Lands comprised in the Schedules to this Act, or their several and respective Executors, Administrators, or Assigns, any Rights of Road or other Easements over, in, upon, or under any of the Lands comprised in the said Schedules to this Act, or any Rights of Road or other Easements which shall have been previously purchased by the said *Thomas Charles Hornyold*, or such other Person as aforesaid, or the Right of using or enjoying any of the last-mentioned Rights of Road or other Easements, either in consideration of the Lessee or Lessees entering into such Covenants as shall be agreed upon to repair and keep in good Order and Condition, or to contribute such Sum or Proportion as shall be agreed on for or towards keeping in Repair, good Order, and Condition, the Roads, Sewers, Drains, and other Conveniences the Use or Enjoyment whereof shall be so granted, or in consideration of such Lessee or Lessees paying a Sum or Sums of Money by way of Purchase Money for such Grant, and also covenanting in manner herein before mentioned (if the said *Thomas Charles Hornyold*, or such other Person so authorized to purchase as aforesaid, shall think it expedient that such Covenants should be entered into,) to repair and keep in good Order and Condition, or to contribute towards keeping in Repair, good Order, and Condition, the said Roads, Sewers, Drains, or other Conveniences the Enjoyment whereof shall be granted, and to exchange with any such Owners of adjoining Lands any Rights of Road or other Easements or Conveniences over, in, upon, or under any of the said Lands comprised in the Schedules to this Act, for any Rights of Road or other Easements or Conveniences  
over,

*Hornbold's Estate Act, 1854.*

over, in, upon, or under any such adjoining Lands, and upon every or any such Exchange as aforesaid to give or receive any Sum or Sums of Money by way of Equality of Exchange, and moreover that all Rights of Road or other Easements which shall be purchased or taken in Exchange under the Authority of this Act, and all Monies which shall be received of any such Lessee or Lessees by way of Purchase Money for any Grant, or which may be received upon or by way of Exchange, shall be paid to the Trustee or Trustees for the Time being of the said Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, and shall be held upon the same Trusts, and with, under, and subject to the same Powers, Provisoos, and Declarations, as the aforesaid Lands and Hereditaments, except so far as such Trusts, Powers, Provisoos, and Declarations, or any of them, are extended, modified, or otherwise altered by this Act: Provided always, that the aggregate Quantity of Land to be purchased under the Powers aforesaid shall not exceed Twenty Acres.

Limit of  
Land to be  
acquired,  
Twenty  
Acres.

XXVII. That for the Purpose of defraying the Costs, Charges, and Expenses attendant upon or occasioned by the preparing and laying out for the Purposes of building all or any Part of the Lands and Hereditaments comprised in the First Schedule to this Act annexed, and attendant upon or occasioned by the Formation and Construction of any Roads, Streets, Squares, Market Places, Ways, Avenues, Drains, Sewers, Cellars, Pavements, Passages, Reservoirs, Conduits, Watercourses, or other Easements, or the Erection of any Walls or Fences, or the Performance or Execution of any other Works whatsoever upon the said Lands and Hereditaments or any Part thereof, which may be or be deemed necessary or expedient for facilitating the letting or disposing of the Land or Ground by this Act authorized to be let upon Building Leases, or for the better Occupation of such Land or Ground, it shall be lawful for the Trustees or Trustee for the Time being of the said herein-before in part recited Indenture of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, upon the Request in Writing of the said *Thomas Charles Hornbold*, or other the Person by this Act empowered to grant Building Leases, to borrow and take up at Interest, either at One Time or at several Times, and from Time to Time, any Sum or Sums of Money not exceeding in the whole the Sum of Ten thousand Pounds, and to apply the same, or direct or permit the same to be applied, according to the Direction of the said *Thomas Charles Hornbold*, or of the Person for the Time being authorized and empowered by this Act to grant Building or other Leases, in or towards the several Purposes aforesaid, or any of them; and as a Security for the Repayment of the Money which may be so borrowed or taken up

Power to  
borrow  
Money for  
the Purpose  
of laying out  
Roads, &c.

as

*Hornyold's Estate Act, 1854.*

as aforesaid by any Deed or Deeds to grant and convey or demise by way of Mortgage, and either in Fee or for any Term or Number of Years, all or any of the Lands and Hereditaments comprised in the Schedules to this Act annexed, or which may for the Time being be subject to the Uses and Trusts contained in the said in part recited Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, to any Person or Body Corporate who shall be willing to lend or advance the same, or to his or their Nominee or Nominees, but subject to a Proviso in every such Mortgage to be contained for the Redemption of the Lands and Hereditaments therein comprised on Repayment of the Principal Sum so to be borrowed, with Interest for the same at any Rate not exceeding Five Pounds *per Centum per Annum*, at the Time and in the Manner to be in such Mortgage Deeds appointed and specified.

Power to re-  
borrow  
Money re-  
quired to be  
paid off.

XXVIII. Provided always, That in case the said Trustees or Trustee shall be required by the Person or Persons lending the same, or who may for the Time being be entitled thereto, to pay off and discharge all or any Part of the Principal Money which may have been borrowed under the Authority of this Act, for the Purposes in the last preceding Clause mentioned, then and in every such Case it shall be lawful for the said Trustees or Trustee, in lieu of and for the Purpose of enabling them or him to repay the Principal Money which they or he shall have been so required to pay off and discharge, to borrow and take up at Interest by way of Mortgage, in the Manner hereinbefore directed, upon the Security of the Lands and Hereditaments comprised in the Schedules to this Act, or which may for the Time being be subject to the Trusts of the said Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, such Principal Sum or Sums of Money as shall be equal in Amount to the Principal Sum or Sums of Money which they or he shall have been so required to pay off and discharge, and so from Time to Time as often as the same shall happen.

Amount  
borrowed by  
Trustees of  
Settlement  
to be repaid  
within  
Thirty-three  
Years.

XXIX. That all Principal Money which may be borrowed or taken up by the Trustees or Trustee for the Time being of the said hereinbefore in part recited Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, under or by virtue of the Authority of this Act, for the Purpose of defraying the Costs, Charges, and Expenses attendant upon or occasioned by the preparing and laying out for building all or any Part of the Lands and Hereditaments comprised in the First Schedule to this Act annexed, and attendant upon or occasioned by the Formation and Construction of any Roads, Streets, Squares, Market Places, Ways, Avenues, Drains, Sewers, Cellars, Pavements, Passages, Reservoirs, Conduits, Water-  
courses,



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courses, or other Easements, or the Erection of any Walls or Fences, or the Performance or Execution of any other Works whatsoever upon the said Lands and Hereditaments or any Part thereof, which may be or be deemed necessary or expedient for facilitating the letting or disposing of the Land or Ground by this Act authorized to be let upon Building Leases, or for the better Occupation of such Land or Ground, shall, within or at the Expiration of Thirty-three Years next after the borrowing thereof, be repaid out of the Rents and Profits of the Lands and Hereditaments comprised in the Schedules to this Act annexed, or which may for the Time being be subject to the Uses and Trusts of the said Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve.

XXX. That, in order to provide for the Repayment of the Principal Money so borrowed, the said *Thomas Charles Hornyold* during his Life, and after his Decease the Persons for the Time being successively entitled to those Rents and Profits, shall, after the Expiration of Three Years, to be computed from the Time of the first borrowing of any such Money, yearly and every Year, out of those Rents and Profits, pay to the said Trustees or Trustee such a Sum as, with the Income (if any) of the Sinking Fund by this Act directed to be provided, shall be equal to One Thirtieth Part of the Amount for the Time being of the Principal Money so borrowed, and in default of such Payment the said Trustees or Trustee may and shall recover the Amount in arrear by Entry and Distress upon the Lands and Hereditaments comprised in the Schedules to this Act annexed, or which may for the Time being be subject to the Uses and Trusts of the said Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, or by Action, Suit, or other proper Proceeding against the said *Thomas Charles Hornyold*, or other the Person for the Time being entitled to the Perception of such Rents and Profits.

Yearly Payment out of Rent for such Investment.

XXXI. That the said Trustees or Trustee shall from Time to Time invest the yearly Sums so paid to or received by them or him, and the Income arising from such Investment, so as to increase the same by way of Compound Interest, and to form a Sinking Fund for the paying off, as by this Act required, the Principal Monies which may have been so borrowed by the said Trustees or Trustee.

Investment to form a Sinking Fund.

XXXII. That such Sinking Fund shall, as soon as the Amount thereof is sufficient, be applied by the said Trustees or Trustee in paying off the Principal Money which may have been borrowed by them or him under the Authority of this Act, for the Purposes herein-before mentioned, or such Part thereof as may then remain undischarged: Pro-

Application of Sinking Fund.

[*Private.*]10 *d*

vided

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vided always, that the said Trustees or Trustee may from Time to Time apply the Amount for the Time being of such Sinking Fund or any Part thereof in paying off Part of such Principal Sums.

For paying Expenses of Act, and charging them on Estates.

XXXIII. That all Sum and Sums of Money, Costs, Charges, and Expenses which have been or shall be paid or incurred preparatory and with a view to this Act, and in obtaining and passing the same, and of or relating to any Application to the Court of Chancery, or any other Proceedings for ascertaining, taxing, and settling the Amount thereof, and of the Proceedings and Instruments for securing the same, shall be paid by the said *Thomas Charles Hornyold*, his Executors or Administrators; but the Amount thereof, with Interest for the same from the Expiration of One Year from the passing of this Act, shall be a Charge on the Hereditaments comprised in the Schedules to this Act annexed, or which may for the Time being be subject to the Uses and Trusts of the herein-before in part recited Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve.

Court of Chancery may make Order for Taxation of Expenses of Act.

XXXIV. That it shall be lawful for the High Court of Chancery, from Time to Time, upon the Petition of the said *Thomas Charles Hornyold*, or upon the Petition of the Executors or Administrators of the said *Thomas Charles Hornyold*, and on Notice to the Person for the Time being entitled under the Limitations in the said in part recited Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, or the said in part recited Indenture of Settlement of the Twelfth Day of *January* One thousand eight hundred and forty-three, contained, to the First Estate of Freehold in the Hereditaments comprised in the Schedules to this Act, or his Guardians, to be preferred in a summary Way, to make such Order as to the said Court shall seem meet for ascertaining, taxing, and settling the Sum and Sums of Money, Costs, Charges, and Expenses herein-before authorized to be paid and charged as aforesaid.

Tenant for Life empowered to mortgage the Estates, for reimbursing Expenses of Act.

XXXV. That it shall be lawful for the said *Thomas Charles Hornyold*, or other the Person for the Time being entitled under the Limitations in the said in part recited Indenture of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, or the Twelfth Day of *January* One thousand eight hundred and forty-three, contained, to the First Estate of Freehold in the Hereditaments comprised in the Schedules to this Act; and if such Person shall be under the Age of Twenty-one Years, then for his Guardian, by any Deed or Deeds in Writing, to be sealed and delivered in the Presence of and to be attested by One or more than One Witness, to limit or appoint  
all

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all or any Part or Parts of the said Lands and Hereditaments comprised in the said Schedules to this Act, or which may for the Time being be subject to the Uses and Trusts contained in the said in part recited Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, to any Person or Persons whomsoever, for any Term or Terms of Years, without Impeachment of Waste, for securing the Amount of such Sum and Sums of Money, Costs, Charges, and Expenses aforesaid, when the same shall have been ascertained, taxed, and settled by the said Court of Chancery, and subject to a Proviso for the Cesser of such Term on Payment by the Person or Persons for the Time being entitled to the said Hereditaments under and by virtue of the Limitations in the said Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, or the said Indenture of the Twelfth Day of *January* One thousand eight hundred and forty-three, contained, to the said *Thomas Charles Hornyold*, his Executors, Administrators, or Assigns, of such Amount, together with Interest for the same from the Expiration of One Year from the passing of this Act, such Interest to be paid half-yearly; provided, that the said *Thomas Charles Hornyold*, and other the Persons successively entitled under or by virtue of the Limitations in the said Indenture of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, or the said Indenture of the Twelfth Day of *January* One thousand eight hundred and forty-three, contained, to the Rents and Profits of the Lands and Hereditaments to be comprised in such Mortgage, shall keep down the Interest which shall accrue during their respective Lives in respect of the Sum so to be secured as aforesaid, and shall be chargeable with such Interest during the Continuance of their respective Estates therein, and that no greater Arrear than for One Year shall be recoverable against any Person who shall become entitled in remainder for Interest accrued during the Estate of any Person or Persons entitled to any preceding Estate or Interest in the Premises.

XXXVI. That after the Determination of the Estate of any Person who from Time to Time shall be entitled, under or by virtue of the Limitations in the said in part recited Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, or the said Indenture of Settlement of the Twelfth Day of *January* One thousand eight hundred and forty-three, contained, to the Receipt of the Rents and Profits of the Hereditaments to be comprised in any Mortgage made in pursuance of this Act, no Person or Persons claiming under any Mortgage made in pursuance of this Act shall be entitled to recover as against the Hereditaments comprised in such Mortgage more than One Year's Arrear of Interest which may have accrued before the Determination of such Estate.

As to Persons claiming under any Mortgage.

XXXVII. That

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Provision as  
to the Pay-  
ment of In-  
terest.

XXXVII. That after the Determination of the Estate of any Person who shall be entitled as aforesaid to the Receipt of the Rents and Profits of the Hereditaments to be comprised in any Mortgage made in pursuance of this Act, the Heirs, Executors, or Administrators of the Person or Persons whose Estate shall so determine as aforesaid shall pay all Interest which shall have become due on the said Mortgage prior to the Determination of the said Estate, including so much of the accruing Interest upon the Money secured by any such Mortgage, and not actually paid at the Time of the Determination of such Estate, as shall be in proportion to the Time which such Person shall have lived of the current Half Year; and in every Mortgage to be made in pursuance of the Powers of this Act a Power of Distress and Entry for the Recovery of the Interest of the Principal Monies to be secured may be granted to the Mortgagee or Mortgagees.

Rules for the  
Interpreta-  
tion of the  
Word  
"Rent."

XXXVIII. That the Words and Expressions herein-after mentioned, which in their ordinary Signification have a more confined or a different Meaning, shall in this Act (except where the Nature of the Provision or the Context of the Act shall exclude such Construction) be interpreted as follows; (that is to say,)

The Word "Rent" shall extend to and be construed to mean all Tolls, Duties, Royalties, and Reservations of every kind reserved or made payable in or by any Lease, Agreement, or Contract.

General  
Saving.

XXXIX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Executors, Administrators, Successors, and Assigns, (other than and except the said *Thomas Charles Hornyold*, and his present or any future Wife, and the First and other Sons of the Body of the said *Thomas Charles Hornyold* by his present or any future Wife, and the Heirs Male of the Body and Bodies of all and every such Sons and Son, and also all and every the Daughters and Daughter of the said *Thomas Charles Hornyold* by his present or any future Wife, and the Heirs Male of the Body and also the Heirs of the Body of every such Daughter, and all and every other the Sons and Son of the Body of the said *Thomas Charles Hornyold* by his present or any future Wife, and the Heirs of the Body of every such Son, and also all and every the Children and Issue of the said *Thomas Charles Hornyold* by his present or any future Wife, and the several and respective Heirs, Executors, Administrators, and Assigns of such Children and Issue, and the said *John Vincent Gandolfi*, and the First and every other Son of the said *John Vincent Gandolfi* by *Charlotte Mary* his Wife, and the Heirs Male of their respective Bodies, and the right Heirs  
of

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of the said *Thomas Hornyold* deceased, and the Heirs, Devisees, Appointees, and Assigns of the said *Thomas Charles Hornyold*, and the Person or Persons claiming or entitled under or by virtue of any Mortgage, Conveyance, or other Assurance made by the said *Thomas Charles Hornyold*, and also the said *John Vincent Gandolfi*, and his Heirs, Devisees, Appointees, and Assigns, and also the said *Robert Berkeley*, the surviving Trustee, and all and every other the Trustees or Trustee for the Time being of the said in part recited Indenture of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve, and also the said *William Acton*, the surviving Trustee of a Term of Two hundred Years, created by the said in part recited Indenture of Settlement of the Twelfth Day of *January* One thousand eight hundred and forty-three, and all and every other the Trustees or Trustee for the Time being of the said Term, and to all and every other Persons and Person to or on whom any Estate, Right, Title, Interest, Claim, or Demand, at Law or in Equity, of, in, to, or out of the said Hereditaments and Premises comprised in the Schedules to this Act, or for the Time being subject to the Uses and Trusts of the said in part recited Indentures of Settlement of the Twenty-fourth Day of *October* One thousand eight hundred and twelve and the Twelfth Day of *January* One thousand eight hundred and forty-three, hath been limited, or hath descended or devolved, or shall accrue, descend, or devolve, under or by virtue of the Limitations contained in the said Indentures of Settlement or either of them,) all such Estate, Right, Title, Interest, Claim, or Demand of, in, to, or out of the same Hereditaments and Premises as they or any of them had before the passing of this Act, or could or might have had, held, or enjoyed or been entitled to if this Act had not been passed.

XL. In citing this Act for any Purpose it shall be sufficient to Short Title. use the Expression "*Hornyold's Estate Act, 1854.*"

XLI. 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.

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

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## The FIRST SCHEDULE referred to in the foregoing Act.

Name of Tenant.	Parish.	No. on Estate Map.	Description.	Quantity.			Total Quantity.		
				A.	R.	P.	A.	R.	P.
<b>HARMAN'S FARM.</b>									
Mayall, John -	Welland -	1	House, Buildings, Yard, Rickyard, and Ploughed Orchard.	2	2	3			
		2	Green Orchard - - -	2	1	29			
		3	Lower Orchard - - -	0	1	11			
		3a	Allotment under Welland Inclosure.	6	0	36			
							11	1	39
Mayall, John -	Little Malvern	4	Nine Acres - - -	5	2	17			
		5	Cow Pasture - - -	4	3	23			
		6	Upper Ground - - -	5	0	19			
		7	Over Ground - - -	4	2	16			
		9	Middle Cow Pasture - -	5	3	22			
		10	Two Acres - - -	2	0	3			
		11	Over Twelve Acres - -	4	3	20			
		13	Lower Twelve Acres - -	4	2	7			
							37	2	7
In hand - -	Little Malvern	8	Wood - - -	0	2	28			
		12	Wood - - -	5	0	34			
							5	3	22
<b>JAMAICA FARM.</b>									
Cresswell, James and John.	Leigh - -	1	Cottage and Garden - -	0	2	15			
		2	Barn and Yard - - -	0	0	16			
		3	Meadow and Orchard - -	12	2	20			
		4	Willow Bed - - -	0	2	23			
		5	Middle Ground - - -	9	2	6			
		6	Lower Ground - - -	9	0	37			
							32	2	37
<b>THE MOOR'S FARM.</b>									
Morrison, William	Leigh - -	5	Moor's Meadow - - -	13	3	7			
		6	Cottage, Barn, and Garden - - -	0	0	15			
		7	Hill Moors - - -	6	2	37			
		8	Willow Bed - - -	1	0	18			
		9	The Moors - - -	10	2	5			
							32	1	2
<b>PINCER'S FARM.</b>									
Weaver, Charles	Great Malvern	1	House, Outhouses, Yards, Garden, &c.	0	0	37			
		2	Paddock - - -	0	2	4			
		3	Orchard - - -	1	0	37			
		4	Lower Meadow - - -	1	1	9			
							3	1	7

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Name of Tenant.	Parish.	No. on Estate Map.	Description.	Quantity.			Total Quantity.				
				A.	R.	P.	A.	R.	P.		
Dance, Ann	Great Malvern	1	Lonkeridge, House, and Garden.	0	2	15	4	0	10		
		2	Lonkeridge - -	3	1	35					
Lashford, Joseph	Great Malvern	3	Lonkeridge - - -	11	1	26	24	2	30		
		4	Lonkeridge - - -	2	2	24					
		5	Lonkeridge - - -	4	3	38					
		6	Lonkeridge - - -	5	2	22					
<b>BRICK FARM.</b>											
Morrison, William	Leigh - -	1	House, Garden, &c. -	0	1	35	66	2	16		
		2	Barn Meadow - - -	1	3	37					
		3	Outhouses, Yards, Rick-yards, &c.	0	1	34					
		4	Cherry Orchard - -	0	2	25					
		5	The Rye Grass - - -	3	3	21					
		6	Barn Close - - -	7	3	2					
		7	Calves Close - - -	4	1	12					
		8	Thistley Ground - -	4	1	35					
		9	Oak Ground - - -	5	0	31					
		10	Old Ground - - -	8	2	38					
		Morrison, William, and Morris, Charles.	- - -	11	Part of Corn Hill Field -	2				0	3
		Morrison, William	- - -	12	Part of Alder's Wood -	5				3	19
		Morrison, William, and Wood, Joseph.	- - -	13	Ox Leasow - - -	6				0	3
		Morrison, William	- - -	14	Ox Leasow - - -	5				0	15
				15	Road - - -	0				1	20
				16	Morton's Leasows - -	4				0	28
				17	Nearest Quiest-Hill -	5				0	18
Morrison, William	Great Malvern	Pt. 11a	Part of Corn Hill Field -	2	2	15	8	1	31		
		12a	Part of Alder's Wood -	1	0	0					
		13a	Part of Ox Leasow, } Oa. 1R. 34P. Road, } Oa. 0R. 13P. }	0	2	7					
		18	Furthest Quiest Hill -	4	1	9					
Lane, William	Great Malvern	Pt. 11a	Part of Corn Hill Field -	0	3	17	0	3	17		
Lewis, Sarah	Great Malvern	19	House and Garden -	0	1	19	0	1	19		
Gee, Thomas	Little Malvern	1	The Rabbit Warren -	131	0	38	142	0	32		
		2	Enclosure - - -	1	2	39					
		3	House, Buildings, Garden, &c.	0	1	5					
		4	Garden - - -	1	1	2					
		5	Enclosure - - -	1	0	39					
		6	Enclosure - - -	2	1	0					
		4a	Other Part of Rabbit Warren.	4	0	29					

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Name of Tenant.	Parish.	No. on Estate Map.	Description.	Quantity.			Total Quantity.		
				A.	R.	P.	A.	R.	P.
				CHERRY ORCHARD:					
In hand - -	Mathon - Great Malvern	1	Part of Beacon Hill -	41	3	38			
		1a	Part of Beacon Hill -	20	3	12			
Berrow, Samuel, senior, and Berrow, Samuel, junior.	Great Malvern	1	Houses and Gardens, &c.	0	3	28	62	3	10
Morrison, William, Anderson, —, and King, Joseph.	Great Malvern	2	Part of Hill - - -	17	3	36			
N.B. This is in the County of Hereford - -	Cradley - Cradley - Mathon -	6a	Hill Land - - -	12	0	3			
		2a	Part of Hill - - -	10	3	24			
		3	Garden Ground - - -	0	2	2			
		2b	Part of Hill - - -	2	0	20			
		4	Enclosure - - -	3	3	8			
		5	House, Buildings, and Garden.	1	0	31			
Woodyatt, Richard.	- - -	6	Hill Land - - -	25	3	15			
Caldwell, Thomas, Executors of.	Great Malvern	3a	Cottage and Garden -	0	0	39	75	2	6
		7	Part of Hill - - -	76	1	4			
Dawes, Henry -	Great Malvern	8	House and Garden -	0	1	19	76	2	23
		9	The Rough Grounds -	2	3	5			
		10	Plantation - - -	0	2	9			
		11	The Rough Grounds -	1	2	9			
		12	The Rough Grounds and Buildings.	2	1	9			
In hand - - -	Hanley Castle	13	Garden - - -	0	0	32	7	1	24
		1	Malvern Wells, Part of Malvern Hill.	49	0	36			
		5	Ditto ditto - - -	0	2	34			
		13	Road adjoining Well House.	0	3	27			
		19	Part of Malvern Hill -	3	1	8			
Cook, Thomas, and his Undertenant.	Hanley Castle	20	Ditto ditto - - -	0	2	27	54	3	12
		2	Part of Malvern Hill -	3	1	15			
		3	Cottage and Croft -	1	1	2			
Benbow, Richard, Executors of, and John Lear.	Hanley Castle	4	House, Garden, Plantation, &c.	0	1	18	4	3	35
		6	Part of Malvern Hill -	4	3	29			
White, John	Hanley Castle	7	Ruby Cottage, Plantations, &c.	0	2	23	5	2	12
		8	Arable Ground - - -	1	0	25			
		9	Cottage and Croft - -	0	2	18	1	3	3



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Name of Tenant.	Parish.	No. on Estate Map.	Description.	Quantity.			Total Quantity.		
				A.	R.	P.	A.	R.	P.
Matthews, Joseph; Grundy, John; Guilding, Richard, and his Under-tenants.	Hanley Castle	19	Cottage, Yard, and Garden.	0	1	3	5	1	11
		20	Land - - -	1	1	27			
		21	Land - - -	1	0	21			
		22	Land - - -	1	0	0			
		23	Land - - -	1	2	0			
Essington, Mrs. -	Hanley Castle	10	Wood - - -	5	3	8	10	1	35
		14	House, Gardens, &c. -	4	2	27			
Barry, Miss -	Hanley Castle	11	House, Gardens, &c. -	2	0	39	2	1	9
		11A	Building and Garden -	0	0	10			
Hobbs, Messrs., and others.	Hanley Castle	12	Well-house Hotel, Plantations, &c.	4	2	27	13	0	3
		15	Buildings and Garden -	2	1	4			
		16	Land - - -	5	0	7			
Hobbs, Messrs., and others.	Hanley Castle	17	Plantation - - -	0	1	12	2	0	26
		18	Plantation - - -	0	2	33			
Lea and Perrins, Messrs.	Hanley Castle	21	Malvern Wells, Spa-house, and Land.	0	0	32	0	0	32
Benson, M. G. -	Hanley Castle	22	Land on Hill - -	2	0	26	2	0	26
<b>THE WYCH COTTAGES.</b>									
Bough, John; Ballinger, John; Grendon, George; Jackson, John; James, John; Peede, Edmund. Steed, William; Steed, John; Somers, Samuel; Tipping, Joseph, junior; Watmore, Crispin; Wilson, Widow; M'Cann, George; Newell, William; Rowley, James; Rowley, Thomas; Sparkes, George; Steed, Thomas; Steed, Edward; Firkins, James; Firkins, Edward; and Chamberlain, James; and the Ledbury Turnpike Trustees.	Great Malvern	1	Two Tenements and Part of Hill.	20	1	14	52	3	26
		Great Malvern	2	Seven Tenements and Part of Hill.	13	1			
	3		Four Tenements and Part of Hill.	6	3	27			
	4		Two Tenements and Part of Hill.	6	3	29			
	5		Four Tenements and Part of Hill.	5	1	18			

[Private.]

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Name of Tenant.	Parish.	No. on Estate Map.	Description.	Quantity.	Total Quantity.	
				A. R. P.	A. R. P.	
Scriven, George ; Croft, Henry ; Gallet, John.	Hanley Castle	1	Cottage and Garden -	0 0 36	0 3 7	
		2	Cottage and Garden -	0 1 0		
		3	Cottage and Garden -	0 0 23		
		4	Cottage and Garden -	0 0 28		
			BRICK BARN FARM.			
Guilding, Richard	Hanley Castle	1	House, Buildings, Rick- yard, and Garden.	2 2 35	301 0 6	
		2	Calves Close - -	3 1 21		
		3	Pit Ground - - -	12 0 9		
		4	Rough Ground - -	8 0 19		
		5	Wood - - -	1 0 27		
		6	Stoned House Field -	6 0 25		
		7	Best Meadow - - -	7 1 1		
		8	Pound Field - - -	19 3 2		
		9	Third Cow Pasture -	11 3 23		
		10	Ten Days Math - -	10 3 34		
		11	Burn Ground - - -	13 0 18		
		12	Over Ox Pasture - -	13 2 33		
		13	Gourrams - - -	11 3 37		
		14	Lower Ox Pasture -	10 1 4		
		15	Ash Bed - - -	0 2 18		
		16	Ash Bed - - -	0 2 17		
		17	Long Meadow - - -	17 3 16		
		18	Upper Gourrams - -	24 1 6		
		19	Fishpool Piece - -	7 0 11		
		20	Second Cow Pasture -	13 3 34		
		21	First Cow Pasture -	14 3 24		
		22	Lower Hollywell Field -	10 3 2		
		23	Villa Meadow - - -	6 1 25		
	Pt. 24	Part of Upper Hollywell Field.	11 0 6			
	Pt. 25	Part of Forty Acre Piece	23 0 12			
	Pt. 26	Part of Upper Old Lands	8 1 9			
	27	Lower Old Lands -	9 0 25			
	Pt. 28	Part of Holloway Piece -	9 1 7			
Guilding, Richard	Hanley Castle	29	Lower Holloway Piece -	10 3 10	14 2 19	
		30	Cottage and Garden -	0 1 13		
		38	Foredraught - - -	0 0 3		
			Pt. 24	Part of Upper Hollywell Field.		3 2 23
			Pt. 25	Part of Forty Acre Piece		2 1 20
			Pt. 26	Part of Upper Old Lands		3 3 16
	Pt. 28	Part of Holloway Piece -	4 3 0			
Colston, Colonel ; Haywood, Sa- muel ; Hayes, Henry ; Allen, Samuel ; War- ren, Robert ; Birchley, Sa- muel ; Allen, Richard ; Hayes, Rich- ard ; Spilsbury, Robert ; Mer- riday, Charles ; and Nott, Ro- bert.	Hanley Castle	31	Two Cottages and Gar- dens.	0 1 7	3 0 35	
		32	Cottage and Garden -	0 1 25		
		33	Garden - - -	0 1 20		
		34	Garden - - -	0 1 19		
		35	Cottage and Garden -	0 0 19		
		36	Garden - - -	0 2 17		
		37	Cottage and Garden -	0 1 34		
		39	Cottage and Garden -	0 1 8		
		40	Garden - - -	0 1 6		

*Hornbold's Estate Act, 1854.*

Name of Tenant.	Parish.	No. on Estate Map.	Description.	Quantity.	Total Quantity
In hand . . .	Hanley Castle	58 and 59 80 83 84	School, &c. - - - Old Catholic Chapel, House, Gardens, &c. Heal or Hail's Ground - Heal or Hail's Ground -	A. R. P. 0 1 39	A. R. P. 5 1 38
				3 0 13	
				0 3 33	
				0 3 33	
PART OF BLACKMORE FARM.					
Wells, John . . .	Hanley Castle	51 52 53 54 60 62 63 64 65 66 67	Willow Bed - - - Sipple Field - - - Jackson's Pleck - - - Jackson's Piece - - - The Six Acres - - - Hither South Field - Moat Field - - - - Upper Alder Field - Lower Alder Field - The Willow Bed - - - Rough in Moat Field -	0 0 20 17 2 26 1 0 11 2 1 4 6 1 28 9 3 25 7 2 15 2 2 33 3 1 29 0 2 14 0 0 13	51 3 18
Gallett, John, and his Under-tenants.	Hanley Castle	Pt. 55 57 Pt. 55 56	Cottage, &c. - - - Garden - - - - - Cottage, &c. - - - Garden - - - - -	0 0 10 0 1 5 0 0 11 0 1 9	0 2 35
Tomlinson, John	Hanley Castle	68 69 70 71 72 73 74 75 76 77 78 79	Rowitt - - - - - House, Yard, Garden, Paddock, &c. Horse Field - - - - Hales Meadow - - - Stock Orchard - - - Little Meadow - - - Big Meadow - - - - Alder Meadow - - - Stocking Meadow - - Balk Bog Field - - - Panting's Meadow - - Pit Field - - - - -	0 1 17 2 2 1 2 3 12 3 3 17 4 1 35 5 0 8 9 1 12 1 3 36 3 0 8 2 3 38 1 1 10 2 0 17	39 3 11
Dovey, Joseph . . .	Hanley Castle	61	Cottage, Garden, &c. -	0 2 17	0 2 17
QUAKER'S FARM.					
Coles, William . . .	Hanley Castle	1 2 3 4 5 6 7 8 9	Homestead - - - - Five Acres - - - - Top Orchard - - - - Cottage and Garden - Little Orchard - - - Big Meadow - - - - Roper's Piece - - - - Long Meadow - - - - Gilbert End - - - -	1 0 20 4 3 2 2 3 32 0 1 10 1 1 4 2 2 34 0 3 38 3 2 6 1 3 0	19 1 26
Pittaway, James	Hanley Castle	10 11	Part of Quaker's Farm - Part of Quaker's Farm -	0 3 36 0 2 24	1 2 20
Bullingham, Wil- liam; Butt, Matthew; and Chadd, Thomas.	Hanley Castle	81	Garden Ground - - -	1 0 12	1 0 12

*Hornyold's Estate Act, 1854.*

Name of Tenant.	Párish.	No. on Estate Map.	Description.	Quantity.			Total Quantity.			
				A.	R.	P.	A.	R.	P.	
Hall, Benjamin -	Hanley Castle	THE WOOD FARM.								
		1	House, Outbuildings, Gardens, Yards, Orchard, Pond, &c.	3	2	36				
		2	Hill Ground - - -	11	1	14				
		3	Forty Acres - - -	21	1	20				
		4	Fowl Moor - - -	23	1	19				
		5	The Orles - - -	2	0	30				
		6	Old Meadow - - -	29	1	27				
		Part of these Fields are in the Párish of Great Malvern.								
		7	Upper Curtis's Close -	9	3	8				
		8	Lower Curtis's Close -	10	2	4				
		Part in Great Malvern, and Part in Hanley Castle.								
		9	The Ox Pasture -	14	0	24				
		Hanley Castle								
		10	The Orchard - - -	0	3	0				
		11	The Sling - - -	2	3	32				
		12	The Orles - - -	0	2	36				
		13	Burnt Ground - - -	12	3	3				
		14	Eight Acres - - -	7	3	36				
		15	Thirteen Acres - - -	13	0	3				
		16	The Orles - - -	0	2	20				
		17	Eighteen Acres - - -	19	0	24				
		18	Nine Acres - - -	9	2	1				
		19	Uridge Bank - - -	17	2	20				
		20	Uridge - - -	13	1	11				
		21	The Orles - - -	0	2	11				
		22	The Orchard - - -	3	3	35				
		23	New Meadow - - -	7	0	16				
		24	The Orles - - -	1	0	16				
		25	Lower Pasture Ground -	14	2	29				
		26	The Orles - - -	0	2	22				
		27	Upper Pasture Ground -	10	2	29				
		28	Rail Meadow - - -	5	0	33				
		29	Great Meadow - - -	21	2	25				
		30	Twelve Acres - - -	10	0	8				
		32	Great Orles - - -	7	1	0				
33	The Orles - - -	1	0	3						
34	Pits Mire - - -	14	3	16						
35	Great Kitchen - - -	19	2	35						
Synick, Jane -	Hanley Castle	37	Admiral Benbow Inn and Tavern; with Buildings, Yard, Garden, and Orles adjoining.	0	3	0	342	3	6	
		31	Grass Kitchen - - -	4	1	17				
		36	Little Kitchen - - -	3	2	9				
							8	2	26	

*Hornyold's Estate Act, 1854.*

Name of Tenant.	Parish.	No. on Estate Map.	Description.	Quantity.	Total Quantity.
				A. R. P.	A. R. P.
<b>PART OF BOWER FARM.</b>					
Walker, Messrs. James and Benjamin, Executors of.	Hanley Castle	32	Coffield Brook Piece -	18 0 38	61 0 18
		33	Urage Bank - - -	13 2 0	
		34	New Pool Field - - -	10 0 8	
		35	New Pool and Plantations.	5 3 7	
		36	Common Field - - -	10 0 26	
		37	Ash Bed - - - - -	2 0 8	
		38	Land - - - - -	1 1 11	
		In hand - -	Mathon -	{ 14 and 15 }	
				1,599 1 38	

And the Hereditaments, Rights, Easements, and Appurtenances thereunto respectively belonging or therewith usually occupied.

*Henry Lakin.*

The SECOND SCHEDULE referred to in the foregoing Act.

			<b>CLIFFY FARM.</b>					
				A. R. P.		A. R. P.		
Lloyd Enoch -	Hanley Castle	1	House, Buildings, Orchard, Yard, and Garden.	3 2 28				
		2	The Pig Close - - -	4 2 2				
		3	The Clifty Field - -	11 2 8				
		4	Cole's Field - - - -	10 1 24				
		5	Cole's Hill - - - - -	7 0 36				
		6	Sandy Hill - - - - -	6 3 29				
		7	Fold - - - - -	0 2 33				
		8	The West Moor - - -	8 1 29				
		9	The Big Meadow - -	21 2 0				
		10	Lower Severn Meadow	16 2 36				
		11	Upper Severn Meadow	14 0 19				
		12	Thomas Leasow - - -	5 2 35				
In hand - -	Hanley Castle	13	The Clifty Wood - -	76 1 8		111 1 39		
Hill, William, and Bullingham, William.	Hanley Castle	14	Two Houses and Gardens	0 2 3		76 1 8		
						0 2 3		

[Private.]

*Hornyold's Estate Act, 1854.*

Name of Tenant.	Parish.	No. on Estate Map.	Description.	Quantity.			Total Quantity.		
				A.	R.	P.	A.	R.	P.
<b>HONEY-POT FARM.</b>									
Lloyd, Enoch -	Hanley Castle	1	Stutt's Close - -	14	3	29			
		3	The Four Acres by Stanton's.	4	2	32			
		4	The Fox Acre - -	9	3	24			
		5	New Enclosure - -	0	1	4			
		7	The Seggy Meadow -	7	2	37			
		8	George's Ground - -	11	1	32			
		10	Land - - - -	0	0	27			
		11	Paddock - - - -	1	3	13			
		12	Great Ground - -	9	3	29			
		13	The Great Hyatt - -	10	0	11			
		14	Upper Cow Pasture -	8	3	18			
		15	House, Building, Yard, and Garden.	0	3	4			
		16	Lower Cow Pasture -	6	3	16			
		17	The School Land - -	5	3	1			
18	Folley's Barn - - -	8	0	3					
20	The Shutt Hunger - -	1	2	38					
							102	3	38
In hand - - -	Hanley Castle	2	Plantation - - -	0	3	6			
Simmonds, Charles	Hanley Castle	6	Cottage and Garden -	0	1	24			0 3 6
Fuger, Thomas and John.	Hanley Castle	9	Two Houses and Gardens.	0	2	0			0 1 24
									0 2 0
Bradley, Edward	Hanley Castle	19	House and Garden -	1	1	4			
Hyde, Richard -	Hanley Castle	21	Garden - - - -	0	1	30			1 1 4
									0 1 30
<b>WOODSIDE FARM.</b>									
Watkins, Abraham.	Welland - - -	1	House and Garden -	0	2	34			
		2	Woodside Foldyard and Buildings.	0	3	13			
		3	Old Garden' - - -	0	2	10			
		4	Wood Orchard - - -	1	0	4			
		5	Common Orchard and Home Orchard.	9	1	26			
		6	Bushy Ground - - -	8	2	10			
		7	Mill Orchard - - -	5	3	20			
		7a	Mill Pound - - - -	0	1	7			
		8	Garrett Orchard - -	4	2	30			
		9	Lanes Pleck - - - -	1	0	22			
		10	Mill Meadow - - - -	5	0	0			
		11	Windmill Hill - - -	10	0	35			
		12	Hunt's Hill - - - -	9	1	38			
		13	Brook End Meadow -	5	1	20			
		14	Croft's Piece - - -	4	0	2			
		15	Plough Bennett's - -	9	2	8			
		16	Green Bennett's - -	4	2	18			
		17	Blackmore Butts - -	2	2	37			
		18	Gap Hedge - - - -	6	3	22			
19	Brawling Meadow and Docky Ground.	5	2	33					
							96	2	29

*Hornyold's Estate Act, 1854.*

Name of Tenant.	Parish.	No. on Estate Map.	Description.	Quantity.			Total Quantity.		
				A.	R.	P.	A.	R.	P.
Watkins, Abraham.	Welland	20	Welland Old Mill and Yard.	0	0	13	4	1	12
		21	Mill, Cottages, and Gardens.	0	1	15			
		22	Mill Pleck	0	1	11			
		23	Little Mill Orchard	2	1	6			
		24	Little Milliams	1	1	7			
Watkins, Abraham.	Welland	26	Allotment under Welland Enclosure.	2	1	31	85	1	9
		27	Allotment under Welland Enclosure.	52	0	38			
		28	Allotment under Welland Enclosure.	30	2	20			
<b>LANE'S FARM.</b>									
Lane, Elizabeth	Little Malvern	1	Cottage and Garden	0	1	10	39	0	8
		2	Foredrift	0	0	17			
		3	Foredrift	0	0	36			
		4	Pleck	2	1	31			
		5	Long Ground	6	0	6			
		6	The Hill	19	0	2			
		7	Little Meadow	4	0	27			
		8	Great Meadow	6	2	39			
<b>HOOK PARKE'S FARM.</b>									
Green, Francis	Upton-upon-Severn.	1	Ox Hill	11	1	1	62	1	3
		2	Middle Field	12	0	12			
		3	Near Field	11	3	32			
		4	Nancy's Patch	1	3	30			
		5	Little Park Field	6	2	9			
		6	Far Meadow	9	3	20			
		7	Near Meadow	8	2	19			
Blather, Joseph	Hanley Castle	1	Orchard	0	1	13	2	3	25
		2	House, Garden, &c.	0	0	32			
		3	Meadow	0	2	19			
		4	Wheat Field	1	1	12			
		5	Lower Meadow	0	1	29			
Vivian, Thomas	Hanley Castle	6	Ales Ground, House, Buildings, &c.	1	0	21	5	2	8
		7	Orchard	0	3	20			
		8	Willow Bed	1	2	33			
		9	Dog Kennel Piece	1	3	14			
<b>BLACKMORE PARK ESTATE.</b>									
In hand	Hanley Castle	1	Mansion House, Ox Hill Plantation, Flower Garden, Yard, Stables, &c.	19	3	20			
		2	Kitchen Garden, &c.	2	2	17			
		3	Spring Coppice	2	3	17			
		4	Bull Meadow	9	0	20			
		5	Third Paddock	2	1	4			

*Hornyold's Estate Act, 1854.*

Name of Tenant.	Parish.	No. on Estate Map.	Description.	Quantity.	Total Quantity.		
				A. R. P.	A. R. P.		
In hand - -	Hanley Castle	6	Second Paddock - -	1 3 4			
		7	First Paddock - -	1 0 6			
		8	Deer Park and Hop Yard.	14 2 29			
		9	Avenue Plantation - -	4 3 27			
		19	Plantation - - -	0 1 5			
		20	Plantation - - -	0 0 12			
		21	Plantation - - -	0 0 18			
		23	Plantation - - -	0 0 24			
		24	Plantation - - -	0 2 37			
		24	Plantation - - -	0 0 19			
		26a	Plantation - - -	0 0 20			
		28	Hanley Gate Plantation and Road.	2 2 8			
		31	Plantation - - -	1 3 38			
		32	Plantation - - -	0 1 24			
		Pt.34	Boundary Plantation - -	3 2 9			
		45	Boundary Plantation - -	0 3 13			
		46	Boundary Plantation - -	2 1 25			
		48	Gorse Cover Plantation Road by No. 35 and 50 -	4 1 5 0 2 38			
							77 1 39
				Pt.33 Pt.34		Monastery Chapel, and } Grounds - - - }	3 1 17 0 1 28
<b>BLACKMORE FARM.</b>							
Wells, John -	Hanley Castle	10	The Green - - -	24 3 24			
		12	Mill Field - - -	24 3 25			
		13	Far Morgan's Field - -	8 1 22			
		14	Morgan's Field - - -	10 2 2			
		14a	Cottage, &c. underlet - -	0 1 4			
		15	Morgan's Meadow - - -	4 1 16			
		16	House, Garden, Yard, &c.	1 3 16			
		17	Upper Mill Meadow - -	4 2 6			
		18	Stall Meadow - - -	17 2 38			
		22	Park, Building, Yard, &c.	3 0 13			
		25	Cuckoo Piece - - -	1 0 12			
		26	Upper Dewlip Ground - -	8 2 37			
		27	Lower Dewlip Ground	10 1 23			
		29	Lower Hanley Gate Ground.	20 0 14			
		30	Hanley Gate Ground - -	18 3 30			
		Pt.33	Lower Mill Meadow - -	1 3 32			
		35	The Twelve Acres - - -	13 0 17			
36	The Ten Acres - - -	10 1 4					
37	The Thirteen Acres - -	13 0 14					
				198 0 29			
Grundy, James -	Hanley Castle	38	Lower Ground - - -	5 2 20			
		39	Eight Acre Piece - - -	8 0 20			
		40	Rickyard Piece - - -	6 0 16			
		41	House, Yard, Garden, Rickyard.	0 3 32			
		42	Over Ground - - -	5 1 14			
		43	Middle Piece - - -	6 3 12			
		44	Road Piece - - -	6 3 0			
		47	The Sixteen Acres - -	15 2 30			
		49	The Twenty-two Acres -	21 1 26			
		50	Ten Acres - - -	10 1 37			
				87 1 7			



*Hornyold's Estate Act, 1854.*

Name of Tenant.	Parish.	No. on Estate Map.	Description.	Quantity.			Total Quantity.				
				A.	R.	P.	A.	R.	P.		
<b>THE BOWER FARM.</b>											
Walker, Messrs. James and Benjamin, Executors of.	Hanley Castle	1	Homestead - - -	1	2	22					
		2	Home Ground - - -	31	0	8					
		3	Upper Crop Hill - - -	8	2	9					
		4	Lower Crop Hill - - -	9	3	18					
		5	Hawks Hill - - -	15	2	11					
		6	Brake in Hawks Hill - - -	0	1	17					
		7	Connyberry Field - - -	29	2	13					
		8	Appletree Piece - - -	14	1	3					
		8a	Bit in Corner of Appletree Piece.	0	0	19					
		9	Little Connyberry Field	23	2	35					
		10	Staddle Meadow - - -	17	0	0					
		11	Alder Plantation - - -	3	1	29					
		12	Alder Plantation - - -	7	0	28					
		13	Alder Field - - -	12	3	10					
		14	Lower Millpond Field - - -	8	2	4					
		15	Middle Millpond Field - - -	9	2	3					
		16	Upper Millpond Field - - -	10	2	2					
		17	Millpond and Plantation	5	0	12					
		18	Alder Garden - - -	1	0	4					
		19	Flooded Ground - - -	17	3	6					
		20	Lower Ham - - -	18	1	17					
		21	Upper Ham - - -	24	3	19					
		22	Lower Tills - - -	23	0	8					
		23	Middle Tills - - -	26	0	30					
		24	Lills Brake - - -	0	2	0					
		25	Upper Lills - - -	17	3	4					
		26	Brake in Upper Lills - - -	0	0	14					
		27	Barn Meadow - - -	22	2	34					
		28	Hill Ground - - -	17	2	22					
		29	Cook's Orchard - - -	1	0	5					
		30	Barn and Yards - - -	0	2	35					
		31	Barn Field - - -	9	1	27					
		39	House and Garden (underlet).	0	0	35					
									390	0	23
		<b>LODGE FARM.</b>									
		Perrins, Edward	Hanley Castle	1	House, Outbuildings, Yard, Garden, Horse Pits, &c.	1	3	7			
				2	Land - - -	1	1	23			
				3	Orchard - - -	10	1	19			
				4	Upper Squabbs - - -	10	3	14			
5	Barn Close - - -			12	2	22					
5a	Watercourse - - -			1	0	15					
Pt. 6	Part of Lower Squabbs			3	0	26					
Pt. 7	Part of Lower Squabbs			1	2	9					
Pt. 9	Part of the Park - - -			9	0	5					
Pt. 10	Part of Hind Mill Field			0	3	22					
12	Arable Land - - -			10	1	35					
13	The Twenty Acres - - -			14	3	15					
14	The Five Acres - - -			5	1	14					
15	The Six Acres - - -			7	0	12					
16	Spa Meadow - - -			8	0	28					
Pt. 18	Part of Mill Orchard - - -			0	2	12					
22	Cottage and Garden - - -			0	0	35					
Upton-upon-Severn.				Pt. 17	Part of Farmer's Hill - - -	1	0	10			
		Pt. 17	Part of Farmer's Hill - - -	1	2	19					

[Private.]

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*Hornyold's Estate Act, 1854.*

Name of Tenant.	Parish.	No. on Estate Map.	Description.	Quantity.	Total Quantity
Perrins, Edward	Hanley Castle	Pt.18	Part of Mill Orchard -	A. R. P. 3 1 20	A. R. P. 106 0 33
		19	Mill, Mill Yards, Tail Water, &c.	0 0 31	
		20	Cottages and Gardens -	0 1 14	
		21	Garden - -	0 0 26	
Gee, Thomas -	Hanley Castle	24	Hanley Castle, Mansion House, Garden, Banks, Moat, &c.	4 0 25	23 3 0 <u>1,477 2 22</u>
		23	Stable-yard Ground -	1 1 3	
		Pt. 6	Part of Lower Squabbs	1 1 8	
		Pt. 7	Part of Lower Squabbs	0 1 21	
		8	Foredrove - -	0 0 16	
		Pt. 9	Windmill Piece - -	1 3 32	
		Pt.10	Hind Mill Field - -	2 1 9	
		11	Bank - - -	0 0 18	
		25	Sling and Occupation Road.	0 3 32	
		26	Sling and Occupation Road.	0 2 16	
		27	Castle Bank and Occupation Road.	3 1 24	
28	Castle Ground - -	7 0 36			

And the Hereditaments, Rights, Easements, and Appurtenances thereunto respectively belonging or therewith usually occupied.

*Henry Lakin.*

LONDON:

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