



ANNO DECIMO NONO & VICESIMO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## Cap. 4.

An Act for giving effect to a Compromise relating to the Estate of the Most Noble *George Fourth Duke of Marlborough*, deceased, and, with a view thereto, for extinguishing the demisable Quality of certain Copyhold Hereditaments, Parcels of the Manors comprised in the Estates and Hereditaments settled on the Dukedom, and for creating a Term of Years in a Portion of the said Copyhold Hereditaments. [23d June 1856.]

**W**HEREAS by an Act of Parliament passed in the Fifth Year of the Reign of Her late Majesty Queen *Anne*, intituled *An Act for the settling of the Honours and Dignities of John Duke of Marlborough upon his Posterity, and annexing the Honour and Manor of Woodstock and House of Blenheim to go along with the said Honours*, reciting, among other things, that the said *John Duke of Marlborough* was by several Letters Patent created Baron *Churchill of Sandridge* and Earl of *Marlborough*, to him and the Heirs Male of his Body, and by Letters Patent bearing  
[Private.]

*The Blenheim Estate Act, 1856.*

Date the Fourteenth Day of *December* in the First Year of Her then Majesty's Reign was created Marquis of *Blandford* and Duke of *Marlborough*, to him and the Heirs Male of his Body, it was enacted, that, in default of Heirs Male of the Body of the said Duke of *Marlborough* issuing, the States, Degree, Style, Titles, Dignities, and Honours therein-before mentioned should continue, remain, be vested in, and should be held and enjoyed by the Lady *Harriott*, eldest Daughter of the said Duke of *Marlborough*, and Wife of *Francis Godolphin* Esquire; Son and Heir Apparent of *Sidney* Lord *Godolphin*, Lord High Treasurer of *England*, and the Heirs Male of her Body begotten, and for Default of such Issue should continue, remain, be vested in, and held and enjoyed by *Anne* Countess of *Sunderland*, Second Daughter of the said Duke of *Marlborough*, and Wife of *Charles* Earl of *Sunderland*, and the Heirs Males of her Body begotten, and for Default of such Issue should continue, remain, be vested in, and held and enjoyed by *Elizabeth* Countess of *Bridgewater*, Third Daughter of the said Duke of *Marlborough*, and Wife of *Scroope* Earl of *Bridgewater*, and the Heirs Males of her Body begotten, and for Default of such Issue should continue, remain, be vested in, and held and enjoyed by the Lady *Mary*, youngest Daughter of the said Duke of *Marlborough*, and Wife of *John Montague* Esquire, called Marquis of *Monthermer*, Son and Heir Apparent of *Ralph* Duke of *Montague*, and the Heirs Males of her Body begotten, and for Default of such Issue then to continue, remain, be vested in, and held and enjoyed by all and every other the Daughter and Daughters of the said Duke of *Marlborough* to be begotten, severally and successively one after the other as they should be in Priority of Birth, and the Heirs Males of their respective Bodies issuing, the elder of such Daughters and the Heirs Males of her Body to be preferred and take before the younger of such Daughters and the Heirs Males of her Body, and for Default of such Issue then to continue, remain, be vested in, and held and enjoyed by the First Daughter of the Body of the said Lady *Harriott Godolphin* begotten, and the Heirs Males of the Body of such First Daughter begotten, and for Default of such Issue then to continue, remain, be vested in, and held and enjoyed by all and every other the Daughter or Daughters of the Body of the said Lady *Harriott Godolphin*, severally and successively one after the other as they should be in Priority of Birth, and the Heirs Males of their respective Bodies issuing, the elder of such Daughters and the Heirs Males of her Body to be preferred and take before the younger of such Daughters and the Heirs Males of her Body, and for Default of such Issue then to continue, remain, be vested in, and held and enjoyed by the First Daughter of the Body of the said *Anne* Countess of *Sunderland* begotten, and the Heirs Males of the Body of such First Daughter begotten, and for Want of such Issue then to continue, remain, be vested in, and held and enjoyed by

---

*The Blenheim Estate Act, 1856.*

---

by all and every other the Daughter and Daughters of the Body of the said *Anne* Countess of *Sunderland* begotten, severally and successively one after the other as they should be in Priority of Birth, and the Heirs Males of their respective Bodies issuing, the elder of such Daughters and the Heirs Males of her Body to be preferred and take before the younger of such Daughters and the Heirs Males of her Body, and for Default of such Issue then to continue, remain, be vested in, and held and enjoyed by the First Daughter of the Body of the said *Elizabeth* Countess of *Bridgewater* begotten, and the Heirs Males of the Body of such First Daughter begotten, and for Want of such Issue then to continue, remain, be vested in, and held and enjoyed by all and every other the Daughter and Daughters of the Body of the said *Elizabeth* Countess of *Bridgewater* begotten, severally and successively one after the other as they should be in Priority of Birth, and the Heirs Males of their respective Bodies issuing; the elder of such Daughters and the Heirs Males of her Body to be preferred and take before the younger of such Daughters and the Heirs Males of her Body, and for Default of such Issue then to continue, remain, be vested in, and held and enjoyed by the First Daughter of the Body of the said *Lady Mary Montague* begotten, and the Heirs Males of the Body of such First Daughter begotten, and for Want of such Issue then to continue, remain, be vested in, and held and enjoyed by all and every other the Daughter and Daughters of the Body of the said *Lady Mary Montague* begotten, severally and successively one after the other as they should be in Priority of Birth, the elder of such Daughters and the Heirs Males of her Body to be preferred and take before the younger of such Daughters and the Heirs Males of her Body, and for Default of such Issue then to continue, remain, be vested in, and held and enjoyed by all and every Daughter and Daughters of every other Daughter of the said *Duke of Marlborough* to be begotten, severally and successively as they should be in Priority of Birth, and the Heirs Males of their respective Bodies issuing, the elder Daughter of every such Daughter and the Heirs Males of her Body to be preferred and take before the younger of such Daughters and the Heirs Males of her Body, the Daughter and Daughters of the elder of such thereafter to be born Daughters, and the Heirs Males of her and their respective Bodies issuing, to be preferred and take in manner aforesaid before the Daughter and Daughters of the younger of such after-born Daughters, and for Default of such Issue to all and every other the Issue, Male and Female, lineally descending of or from the said *Duke of Marlborough*, in such Manner and for such Estate as the same were therein-before limited to the before-mentioned Issue of the said *Duke*, it being intended and thereby enacted that the said Honours should continue, remain, and be vested in all the Issue of the said *Duke* so long as any such Issue, Male or Female, should continue,  
and

*The Blenheim Estate Act, 1856.*

and be held and enjoyed by them severally and successively in Manner and Form aforesaid, the elder and the Descendants of every elder Issue to be preferred before the younger of such Issue; and to the Intent that the Honour, Manor, and Park of *Woodstock* in the County of *Oxford*, and the House then erecting there called *Blenheim*, and the Hundred of *Wootton* in the said County, and all other the Manors, Messuages, Lands, Tenements, and Hereditaments which in and by certain Letters Patents under the Great Seal of *England*, bearing Date the Fifth Day of *May* in the Fourth Year of Her Majesty's Reign, were by Her Majesty, pursuant to an Act of Parliament passed in the then last Session of Parliament, granted to the said Duke of *Marlborough* and his Heirs, and the Advowsons thereby granted, might always go along and be enjoyed with the Titles, Honours, and Dignities aforesaid, as therein-after was mentioned, it was thereby further enacted, that the said Duke of *Marlborough* should stand and be seised of all the said Honour, Manor, and Park of *Woodstock*, Manors, House, and Premises granted by the said last-mentioned Letters Patents, for and during the Term of his natural Life, without Impeachment of Waste, and from and after his Decease that the same should be and remain unto and be held and enjoyed by *Sarah* Duchess of *Marlborough*, Wife of the said Duke, for and during the Term of her natural Life, and from and after her Decease the same should be and remain unto and be held and enjoyed by the Heirs Males of the Body of the said Duke of *Marlborough* begotten, and for Default of such Issue then the same should be and remain unto and be held and enjoyed by all and every the Daughters of the said Duke of *Marlborough* and the Heirs Males of their respective Bodies issuing, and all others, severally and successively, in such Manner as the said Titles, Honours, and Dignities aforesaid were therein-before expressed and limited to go and be enjoyed; and it was thereby further provided and enacted, that neither the said Duke of *Marlborough* or the Heirs Males of his Body, nor any of his Daughters or the Heirs Males of their Bodies, or any other Person to whom the Premises should come or descend by virtue of the Limitations aforesaid, should have any Power, by Fine or Recovery, or any other Act, Assurance, or Conveyance in the Law, to hinder, bar, or disinherit any the Person or Persons to or upon whom the said Manors, House, Lands, Tenements, Hereditaments, or Premises were thereby vested or limited, from holding or enjoying the same, according to the Limitations before in that Act mentioned, other than and except such Leases as the said Duke and Duchess might make by virtue of the Powers therein-before mentioned, and such other Leases as Tenants in Tail might and were enabled to make by virtue of the Statute made in the Thirty-second Year of the Reign of King *Henry* the Eighth, and Grants of Lands or Tenements held by Copy of Court Roll according to the Customs of the respective Manors aforesaid,

said,

*The Blenheim Estate Act, 1856.*

said, but that all such Fines, Recoveries, Acts, Assurances, and Conveyances, other than such Leases and Grants by Copy as aforesaid, should be and were thereby declared and enacted to be void: And whereas the said *John Duke of Marlborough* and *Sarah* his Wife, and *Lady Harriott Godolphin* afterwards *Duchess of Marlborough*, departed this Life without leaving any Issue Male: And whereas the said *Anne Countess of Sunderland* had Issue *Robert Earl of Sunderland*, who died without Issue, and *Charles* afterwards *Duke of Marlborough*, her Second Son: And whereas the said *Charles Duke of Marlborough* died in the Year One thousand seven hundred and fifty-eight, leaving *George Third Duke of Marlborough* his only Son: And whereas the said *George Third Duke of Marlborough*, after he came into possession of the said Manor of *Woodstock* and other Manors and Hereditaments, under and by virtue of the Limitations of the said recited Act of the Fifth Year of the Reign of Her said late Majesty *Queen Anne*, from Time to Time purchased of divers Persons, being Copyhold or Customary Tenants of the said Manor of *Woodstock*, and of the reputed Manors of *Hordley*, *Wootton*, *Old Woodstock*, *Handborough*, *Stonesfield*, *Coombe*, and *Bladon*, comprised in and settled by the same Act, divers Copyhold or Customary Tenements held of the said Manors or reputed Manors, or some or One of them, and all their respective Right, Title, and Interest therein respectively, and the Inheritance thereof, and the said Copyhold Hereditaments were of considerable Value: And whereas the said Copyhold Hereditaments so purchased as aforesaid were respectively duly surrendered into the Hands of the said *George Third Duke of Marlborough*, his Heirs and Assigns, according to the Custom of the said Manors respectively, at Courts held for the said respective Manors, and the Dates of such Surrenders respectively, and the Names of the Persons by whom the same were respectively made, are mentioned and specified in the First Schedule to this Act, and such Surrenders respectively were in the Form following, that is to say, to the Intent that the same might sink into and go along with the Freehold and Inheritance of the said Premises, and be vested in the said *George Third Duke of Marlborough*, his Heirs and Assigns for ever: And whereas the said *George Third Duke of Marlborough* duly made and published his last Will and Testament in Writing, bearing Date the Third Day of *March* One thousand eight hundred and twelve, and Eight several Codicils thereto, the last of which bears Date the Twenty-fifth Day of *May* One thousand eight hundred and sixteen, which Will and Codicils were afterwards proved in the Prerogative Court of the Archbishop of *Canterbury*; and the Testator by his said Will, after divers specific Devises not affecting the Premises in question, devised all the Residue of the Freehold and Copyhold Hereditaments and Real Estates of or to which he was seised or entitled in Fee Simple to Lord *Charles Spencer*, Lord

Will of  
George  
Third Duke  
of Marl-  
borough,  
dated 3d  
March 1812.

[*Private.*]

3 *k*

*Robert*

*The Blenheim Estate Act, 1856.*

*Robert Spencer, William Lord Auckland, and James Blackstone, their Heirs, Executors, Administrators, and Assigns, to the Uses or upon the Trusts therein mentioned, and by a Codicil dated the Sixteenth Day of September One thousand eight hundred and fourteen to his said Will he appointed the Right Honourable Cropley Ashley Earl of Shaftesbury Trustee in the Place of the said William Lord Auckland, and he devised the said Residue of the said Freehold and Copyhold Hereditaments and Real Estates accordingly, and by the said Codicil bearing Date the Twenty-fifth Day of May One thousand eight hundred and sixteen he revoked the Appointment of Lord Charles Spencer as One of the Trustees of his said Will: And whereas the said George Third Duke of Marlborough departed this Life leaving George Fourth Duke of Marlborough his eldest Son and Heir-at-Law: And whereas by an Indenture bearing Date on or about the Eighth Day of August One thousand eight hundred and eighteen, and made and executed between and by the said George Fourth Duke of Marlborough of the one Part, and Frederick St. John of Rockley House in the County of Wilts, a General in His then Majesty's Army, of the other Part, enrolled in the High Court of Chancery, after reciting, among other things, that by virtue of the said recited Act of Parliament of the Fifth Year of the Reign of Her said late Majesty Queen Anne the said George Fourth Duke of Marlborough was in effect Tenant for Life in possession of the Manor and Park of Woodstock, the House of Blenheim, and divers other Hereditaments in the County of Oxford, and that by virtue of the said Will of the said George Third Duke of Marlborough he the said George Fourth Duke of Marlborough was also Tenant for Life in possession of divers Manors and Hereditaments, Freehold and Copyhold and Leasehold, of great annual Value, subject, as to the said Freehold Estate, to Terms of Three hundred Years and Five hundred Years, and that the said George Fourth Duke of Marlborough was under the said Will Tenant for Life in remainder expectant upon the Decease and Failure of Issue of Francis Almaric Spencer of divers other Estates, and that the said George Fourth Duke of Marlborough was indebted to various Persons by Mortgage, Judgment, and Specialty, and Simple Contract, to a considerable Amount, and had granted Annuities, and that he was desirous of providing a Fund for the Payment and extinguishing of the Debts by him owing, and of the Annuities by him granted, and for that Purpose he had agreed to convey all the Real and Personal Estates to which he was entitled as therein-before mentioned, and all other Messuages, Farms, Lands, Annuities, Pensions, and other Hereditaments of or to which he was seised, possessed, or entitled at Law or in Equity, for an Estate of Inheritance in Fee Simple or in Tail Male, or of Freehold only, or for Terms of Years, and over and in respect of which he had a disposing Power, except*

as

Indenture,  
dated 8th  
Aug. 1818.

---

*The Blenheim Estate Act, 1856.*

---

as therein-after mentioned, unto the said *Frederick St. John*, his Heirs, Executors, Administrators, and Assigns, it was by the Indenture now in recital witnessed, among other things, that for the Considerations therein mentioned the said *George Fourth Duke of Marlborough* did grant, bargain, sell, and confirm unto the said *Frederick St. John* and his Heirs all the Manors, Messuages, Lands, Tenements, Tithes, and other Hereditaments of or to which he the said Duke, or any other Person or Persons in trust for him, was or were seised or entitled for any Estate of Inheritance in Fee Simple, or for any Estate of Freehold and Inheritance, or of Freehold only, with their Rights, Royalties, Members, and Appurtenances, other than the Freehold Estate therein-after demised, of which he the said Duke was Tenant for his own Life only or in Tail Male, and also except all that Farm and Lands at *Bladon* then in the Occupation of him the said Duke, with the Stock upon the said Farm, and also all that the Portion of Land called the *King's Walk*, and also such of the Lands in the Park of *Woodstock* appropriated for the Preservation of Game and Deer as were then in the Hands or Occupation of the said Duke, and also all other the Farm and Lands within the Wall of the said Park, and also except the yearly Sum or Pension of Five thousand Pounds to which he the said Duke was entitled during his Life, as therein mentioned, to hold the same, except as therein-before excepted, subject to such of the Leases, Charges, and Incumbrances then affecting the same as were valid at Law or in Equity, unto and to the Use of the said *Frederick St. John*, his Heirs and Assigns, in manner following, that is to say, as to such of the said Hereditaments as the said Duke was seised of or entitled to for an Estate of Freehold and Inheritance, unto and to the Use of the said *Frederick St. John*, his Heirs and Assigns, absolutely for ever, and as to such of the said Hereditaments as the said Duke was then seised of or entitled to for an Estate of Freehold only, and not of Inheritance, unto and to the Use of the said *Frederick St. John*, his Heirs and Assigns, for all the Estate, Term, and Interest of the said Duke therein, but as to such of the said last-mentioned Hereditaments as were held upon Lease or Leases subject to the Rent and Covenants in such Lease or Leases respectively reserved and contained, and as to the whole of the said several Hereditaments upon the several Trusts, Intents, and Purposes therein-after expressed concerning the same; and it was by the said Indenture now in recital further witnessed, that for the Considerations and Purposes aforesaid the said *George Fourth Duke of Marlborough* did thereby covenant to surrender into the Hands of the Lord or Lords of the Manor or Manors of whom the same were respectively holden, to the Use of the said *Frederick St. John*, his Heirs and Assigns, all the Copyhold or Customary Messuages, Lands, and Hereditaments of or to which he the said Duke was seised or entitled for an Estate of Inheritance, or  
for

*The Blenheim Estate Act, 1856.*

for the Term of his Life, or for the Lives of any other Persons, by Copy of Court Roll, to hold the same unto the said *Frederick St. John*, his Heirs and Assigns, but upon the Trusts therein-after expressed; and it was by the Indenture now in recital further witnessed, that for the Considerations and Purposes aforesaid the said Duke did grant, bargain, sell, and demise unto the said *Frederick St. John* all the Honours, Manors, Lands, Tenements, Advowsons, Fee-farm and other Rents, Canal Shares, Tithes, and Hereditaments, whether Freehold, Copyhold, or held under a Lease or Leases for Life or Lives or Years, of or to which, under or by virtue of the said recited Act of the Fifth Year of Her late Majesty Queen *Anne*, or of any Settlement executed by the said *George Third Duke of Marlborough* or of any of his Ancestors, or the Will of the said *George Third Duke of Marlborough*, or by any other Means, or through or under any other Title, he the said *George Fourth Duke of Marlborough* was then seised or entitled at Law or in Equity, for an Estate of Inheritance in Tail Male or for his Life, in possession, reversion, and remainder, or over or in respect of which he had a disposing Power, save and except the said Farm and Lands at *Bladon*, the Park, the yearly Sum or Pension, or other the Premises therein-before excepted, and excepting out of the said Demise the said Manors and other Hereditaments therein-before granted, bargained, and sold to the said *Frederick St. John*, his Heirs and Assigns, to hold the same, except as therein-before excepted, and subject to such Leases, Charges, and Incumbrances as were then subsisting in the same, and were valid and effectual at Law or in Equity, unto the said *Frederick St. John*, his Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, to be computed from the Day next before the Date of the Indenture now in recital, if the Duke should so long live, upon the Trusts therein-after expressed, and it was thereby agreed and declared, that all the therein-mentioned Freehold and Copyhold Hereditaments and Premises were thereby bargained, sold, demised, assigned, and covenanted to be surrendered unto the said *Frederick St. John*, his Heirs, Executors, Administrators, and Assigns, upon trust to permit the said *George Fourth Duke of Marlborough* to hold and enjoy during his Life the Mansion House of *Blenheim*, and the Outhouses, Stables, Buildings, Gardens, and Pleasure Grounds thereto belonging, and then occupied and enjoyed therewith, and also in trust during the Life of the said Duke to permit him to hold and enjoy the Mansion House of *White Knights* in the Parish of *Sonning*, and the Stables, Outhouses, Offices, Gardens, and Pleasure Grounds thereto belonging and occupied therewith, and also the Lands and Hereditaments therein-after mentioned as contracted to be purchased by the said Duke of *Thomas Newell*, together with those therein mentioned and agreed to be demised to the said Duke by Sir *Henry Englefield*, and also in trust



*The Blenheim Estate Act, 1856.*

trust to permit the said Duke to cut and make use of such Parts of Underwoods and Coppices of or upon the said Estates of which he was Tenant for his own Life only as he should think proper, and upon further trust to sell, convey, assign, or otherwise dispose of the several Hereditaments thereby respectively bargained, sold, demised, assigned, and covenanted to be surrendered, except the said Hereditaments of or to which the said *George Fourth Duke of Marlborough* was seised or entitled for his own Life only, as therein mentioned, but so that no Sale should be made of the Estate situate at *White Knights*, nor of the Estate contracted to be purchased of the said *Thomas Newell*, nor of the Lands agreed to be demised by the said *Sir Henry Englefield*, nor of the therein-mentioned Leasehold Premises comprised in certain therein-mentioned Letters Patent of the Sixth of *June* One thousand seven hundred and eighty-five; during the Life of the said *George Fourth Duke of Marlborough*, unless with his Consent, to be signified as therein mentioned, and also upon further trust to convey, assign, demise, or otherwise dispose of by way of Mortgage the said Estates contracted to be purchased of the said *Thomas Newell*, and agreed to be demised by the said *Sir Henry Englefield*, and the said Leasehold Premises comprised in the said Letters Patent, and also in trust, at the Discretion of the Trustee or Trustees for the Time being of the Indenture now in recital, to cut down and dispose of Timber and Timber-like Trees upon any of the said Trust Premises, except as therein mentioned, and also upon trust to let and demise, or, where the same could be more effectually done by the Exercise of any Power reserved to the said Duke, to consent to the leasing by him, or to concur with him in leasing such of the said Hereditaments as therein mentioned, in manner therein expressed, and also in trust to receive the annual Rents and Profits of the said Hereditaments and Estates of or to which the said Duke was then entitled during his own Life, except the Parts thereof to which the said Duke was to have the Use and Occupation under the Provision therein-before contained, and also, until such Sale or Sales as aforesaid, the annual Rents and Profits of the said Hereditaments and Estates therein-before directed to be sold as aforesaid (except as aforesaid); and it was by the Indenture now in recital further witnessed, declared, and agreed, that the said *Frederick St. John*, his Heirs, Executors, Administrators, and Assigns, should stand possessed of and interested in all the yearly Rents, Issues, and Profits of the said Freehold, Copyhold, and Leasehold Hereditaments so to be received by him or them as aforesaid, and also of and in all Sums of Money to arise or be produced by any Sales or Mortgages or other Dispositions of all or any of the said Hereditaments, and by the Fall or Sale of Timber, and also of and in the said Arrears of Rent, Debts, Dues, and other Sums of Money which should come to his or their Hands by virtue of the Indenture now in recital, upon such Trusts as were

[*Private.*]

3 /

expressed

*The Blenheim Estate Act, 1856.*

expressed concerning the same respectively in an Indenture bearing even Date with the Indenture now in recital, and made between the said *George Fourth Duke of Marlborough* of the one Part, and the said *Frederick St. John* of the other Part, (that is to say,) upon trust to pay such of the said Arrears of Rent as were due at or previously to the Twenty-fifth Day of *March* then last unto the said *George Fourth Duke of Marlborough*, and upon further trust, with and out of the Sum of Money so to be raised and received as aforesaid, to pay unto *John Pinniger* of *Gray's Inn* in the County of *Middlesex*, Gentleman, the Sum of Twelve thousand nine hundred and thirty Pounds Three Shillings and Sixpence, being the Balance of an Account owing to him from the said Duke for Business done for the said Duke as his Attorney and Solicitor, and for Moneys advanced by the said *John Pinniger* to or to the Use or under the Order or Direction of the said Duke, with lawful Interest on the same from the Eighth Day of *August* One thousand eight hundred and eighteen, and also upon further trust out of the said Moneys to pay or retain all such Costs, Losses, Charges, Damages, and Expenses as therein mentioned, and also in trust during the Life of the said *George Fourth Duke of Marlborough*, if the Trusts thereby created should so long continue, to raise for and pay to the same Duke the yearly Sum of Sixteen thousand Pounds, subject to the Proviso therein-after contained for reducing the said annual Sum in the Event therein mentioned; and subject to the Payments aforesaid, and also to any preceding or intervening Payments which should be required or authorized by or under the Provisions, Stipulations, and Agreements therein-after for that Purpose contained, it was by the last-mentioned Indenture of the Eighth of *August* One thousand eight hundred and eighteen declared, that the said *Frederick St. John*, his Heirs, Executors, Administrators, and Assigns, should stand possessed of and interested in the Moneys which should arise by the Means aforesaid in trust as a Fund for the Payment and Discharge of the several Debts by Mortgage, Judgment, Specialty, and Simple Contract contracted by and then owing from the same Duke, and for the Repurchase or Extinguishment of the said several Annuities by him granted as therein-before mentioned, nevertheless under the Restrictions and subject to the Provisoes and Agreements therein-after contained; and it was thereby declared, that the said *Frederick St. John*, his Heirs, Executors, Administrators, and Assigns, should stand seised, possessed of, and interested in such of the Hereditaments and Premises comprised in the said Indenture of the Eighth Day of *August* One thousand eight hundred and eighteen as should not be sold or mortgaged, and which should remain after answering the Purposes aforesaid, and the Equity of Redemption of such of the said Hereditaments as should be mortgaged, and also the ultimate Surplus, if any, of the Trust Moneys which should remain after or not be applied in performance

*The Blenheim Estate Act, 1856.*

performance of the Trusts thereby declared, in trust for the said *George Fourth Duke of Marlborough*, his Heirs, Executors, Administrators, and Assigns: And whereas in the Year One thousand eight hundred and nineteen *John Kennedy* and *James Lee* (both since deceased) commenced an Action of Debt in the Court of King's Bench at *Westminster* against the said *George Fourth Duke of Marlborough*, and in or as of *Trinity Term* One thousand eight hundred and nineteen Judgment was recovered in the said Action by the said *John Kennedy* and *James Lee* for the Sum of Twenty thousand four hundred and ten Pounds Debt and Damages, and Costs: And whereas the said *James Lee* died in the Lifetime of the said *John Kennedy*, and on the Decease of the said *James Lee* the said Judgment and all Right and Interest therein in respect of the said Debt, being a joint Partnership Debt, survived to and became vested in the said *John Kennedy*: And whereas the said Judgment was duly docketed, and has been from Time to Time duly registered with the Senior Master of Her Majesty's Court of Common Pleas at *Westminster*, and is now registered with him, in pursuance of the Statute in that Behalf made and provided: And whereas shortly after the Death of the said *George Third Duke of Marlborough* a Suit, in which the said *Cropley Ashley Earl of Shaftesbury* and Lord *Robert Spencer* were Plaintiffs, and the said *George Fourth Duke of Marlborough* and *Susan Duchess of Marlborough* his Wife, *George* the now Duke of *Marlborough*, then *George Spencer Churchill* commonly called Marquis of *Blandford*, *James Blackstone*, and divers other Persons, were Defendants, was instituted in the High Court of Chancery for the Execution of the Trusts of the said Will and Codicils of the said *George Third Duke of Marlborough*: And whereas the Master to whom the said last-mentioned Cause was referred made his Report, bearing Date the Eighteenth Day of *February* One thousand eight hundred and twenty-five, in pursuance of an Order therein mentioned, and thereby certified, that he the said Master found, among other things, that the Honour of *Woodstock*, which was settled on the Dukedom of *Marlborough* by the Act of Queen *Anne*, comprises the Manors of *Hordley*, *Wootton*, *Old Woodstock*, *Handborough*, *Stonesfield*, *Coombe*, and *Bladon*, and that the said Testator succeeded to the Dukedom and the Possession of the said Manors in the Year One thousand seven hundred and sixty, and between that Period and his Death, which happened in One thousand eight hundred and seventeen, he purchased various Estates, which were Copyhold holden of them, and that the Copyholds so purchased were severally surrendered, to the Intent that they might sink into and go along with the Freehold and Inheritance of the said Premises, and be vested in the said Testator, his Heirs and Assigns for ever, by means whereof they became merged in and subject to the same Limitations as the Manors themselves, and the said Master found that it had been alleged and admitted before him that it was altogether

Master's  
Report,  
dated 18th  
Feb. 1825.

*The Blenheim Estate Act, 1856.*

altogether impracticable to ascertain and identify with any Degree of Accuracy the Lands over which the said Testator had a disposing Power within the said Manors from those which were comprised in the said Act of Parliament, and that that Difficulty had arisen from the Alteration of Boundaries, and from the Circumstance of Inclosure Acts having passed under which Allotments had been made generally in respect of the Estates of which the said Testator was possessed, without distinguishing what Portions of the Allotments were made in respect of the different Titles under which such Estates were held, and that the only effectual Mode of removing the Difficulty would be by obtaining an Act of Parliament appointing Commissioners to set out and divide the said Estates in such Proportions as, according to the Evidence to be obtained, should appear most equitable, but that the Parties to that Suit, not considering it essential to their Interests that the Lands should be thus accurately ascertained, were desirous of avoiding the Expense attending the obtaining and executing such an Act, and had consented that such an Apportionment of the Rents of the Estates within the said Manor should be made as from Inquiry should be found nearest to correspond with their respective estimated Value:

1st. And whereas at a Court Baron held for the Manor of *Wootton, Hordley, and Old Woodstock* on the Twentieth Day of *April* One thousand eight hundred and twenty-five the said *George Fourth Duke of Marlborough*, as Lord of the said Manor, by his Steward, granted unto the said *John Pinniger* various ancient Copyholds therein particularly mentioned and described, and therein mentioned to have been surrendered to the said then late Duke of *Marlborough*, and various Allotments under the Award therein mentioned, originally made to other Persons, and therein mentioned to have been surrendered to the said then late Duke of *Marlborough*, to hold the same to the Use and Behoof of the said *John Pinniger* and his Heirs for ever, according to the Custom of the said Manor:

And whereas at a Court Baron held for the same Manors on the Sixth Day of *May* One thousand eight hundred and twenty-five the said *John Pinniger* was duly admitted Tenant of the said last-mentioned Premises, to hold unto the said *John Pinniger* and his Heirs for ever, according to the Custom of the said Manor, by the Rents, Customs, and Services therefore due and of Right accustomed:

2dly. And whereas at a Court Baron held for the Manor of *Handborough* on the Twentieth Day of *April* One thousand eight hundred and twenty-five the said *George Fourth Duke of Marlborough*, as Lord of the said Manor, by his said Steward, granted unto the said *John Pinniger* various ancient Copyholds therein particularly described, and therein mentioned to have been surrendered to the said then late Duke of *Marlborough*, and also  
various

*The Blenheim Estate Act, 1856.*

various Allotments therein described, awarded to the said late Duke by the Award therein mentioned, and various other Allotments therein described, originally made to other Persons, and therein mentioned to have been surrendered to the said then late Duke of *Marlborough*, to hold the same to the Use and Behoof of the said *John Pinniger* and his Heirs for ever, according to the Custom of the said Manor :

And whereas at a Court Baron held for the same Manor on the Sixth Day of *May* One thousand eight hundred and twenty-five the said *John Pinniger* was duly admitted Tenant of the said last-mentioned Premises, to hold to the said *John Pinniger* and his Heirs for ever, according to the Custom of the said Manor, by the Rents, Customs, and Services therefore due and of Right accustomed :

3dly. And whereas at a Court Baron held for the Manor of *Stonesfield* on the Twentieth Day of *April* One thousand eight hundred and twenty-five the said *George Fourth Duke of Marlborough*, as Lord of the said Manor, by his Steward, granted unto the said *John Pinniger* various ancient Copyholds therein particularly described, and therein mentioned to have been surrendered to the then late Duke of *Marlborough*, and various Allotments therein described, originally made to other Persons, and therein mentioned to have been surrendered to the said then late Duke of *Marlborough*, to hold the same to the Use and Behoof of the said *John Pinniger* and his Heirs for ever, according to the Custom of the said Manor :

And whereas at a Court Baron held for the same Manor on the Sixth Day of *May* One thousand eight hundred and twenty-five the said *John Pinniger* was admitted Tenant of the said last-mentioned Premises, to hold unto the said *John Pinniger* and his Heirs for ever, according to the Custom of the said Manor, by the Rents, Customs, and Services therefore due and of Right accustomed :

4thly. And whereas at a Court Baron held for the said Manor of *Coombe* on the Twentieth Day of *April* One thousand eight hundred and twenty-five the said *George Fourth Duke of Marlborough*, as Lord of the said Manor, by his Steward, granted unto the said *John Pinniger* various ancient Copyholds therein particularly described, and therein mentioned to have been surrendered to the then late Duke of *Marlborough*, and various Allotments therein described, originally made by the Award therein mentioned to other Persons, and therein mentioned to have been surrendered to the said then late Duke of *Marlborough*, to hold the same to the Use and Behoof of the said *John Pinniger* and his Heirs for ever, according to the Custom of the said Manor :

[*Private.*]

3 m

And

*The Blenheim Estate Act, 1856.*

And whereas at a Court Baron held for the same Manor on the Sixth Day of *May* One thousand eight hundred and twenty-five the said *John Pinniger* was admitted Tenant to the said last-mentioned Premises, to hold unto the said *John Pinniger* and his Heirs for ever, according to the Custom of the said Manor, by the Rents, Customs, and Services therefore due and of Right accustomed :

5thly. And whereas at a Court Baron held for the Manor of *Bladon* on the Twentieth Day of *April* One thousand eight hundred and twenty-five the said *George Fourth Duke of Marlborough*, as Lord of the said Manor, by his Steward, granted unto the said *John Pinniger* various ancient Copyholds therein particularly described, and therein mentioned to have been surrendered to the said late Duke of *Marlborough*, and various Allotments therein described, awarded to the said late Duke by the said Award therein mentioned, and various other Allotments therein described, originally made to other Persons, and therein mentioned to have been surrendered to the said then late Duke of *Marlborough*, to hold the same to the Use and Behoof of the said *John Pinniger* and his Heirs for ever, according to the Custom of the said Manor :

And whereas at a Court Baron held for the said Manor on the Sixth Day of *May* One thousand eight hundred and twenty-five the said *John Pinniger* was admitted Tenant to the said last-mentioned Premises, to hold unto the said *John Pinniger* and his Heirs for ever, according to the Custom of the said Manor, by the Rents, Customs, and Services therefore due and of Right accustomed :

Indenture,  
dated 1st  
Aug. 1825.

And whereas by an Indenture bearing Date on or about the First Day of *August* One thousand eight hundred and twenty-five, expressed to be made between the said *John Pinniger* of the First Part, the said *Frederick St. John* of the Second Part, and the said *George Fourth Duke of Marlborough* of the Third Part, and executed by the said *John Pinniger*, after reciting the said Act of Parliament of the Fifth Year of the Reign of Her Majesty Queen *Anne*, the said Indentures of the Eighth Day of *August* One thousand eight hundred and eighteen, and certain Orders in the said Suit of the Earl of *Shaftesbury* against the Duke of *Marlborough* and others, and that all Arrears of Interest due to the said *John Pinniger* on his said Debt of Twelve thousand nine hundred and thirty Pounds Three Shillings and Sixpence had been satisfied by Payments made to him by the Receiver in that Cause, under certain Orders of the Court in the same Cause, and that the Principal had also been reduced to the Sum of Nine thousand eight hundred and forty Pounds Eighteen Shillings, and that the said *John Pinniger* was the Solicitor employed in preparing the said Indentures of the Eighth of *August* One thousand eight hundred and eighteen,  
and

---

*The Blenheim Estate Act, 1856.*

---

and obtaining the Execution thereof, and had also acted as Attorney or Solicitor in several Actions or Suits relating to the said Trust Estates, and otherwise in or about the Affairs and Concerns thereof, and on which Account a considerable Sum was owing to him; and also reciting the said Grants of the Twentieth Day of *April* One thousand eight hundred and twenty-five, and the Admittances thereunder; and reciting, that it was, previously to the said therein-recited Grants, by Copy agreed that such Trusts should be declared thereof respectively as therein-after contained; it was witnessed, agreed, and declared by and amongst the said Parties thereto, that the said *John Pinniger*, his Heirs and Assigns, should, in consideration of the Premises, stand seised of all and singular the therein-mentioned Copyhold Tenements, Lands, Hereditaments, and Premises comprised in the said several therein-recited Grants so made to him and them as aforesaid, upon trust that he the said *John Pinniger*, his Heirs or Assigns, should from Time to Time during the Life of the said *George Fourth Duke of Marlborough* apply the said Rents, Issues, and Profits thereof in manner following, (that is to say,) in the first place in or towards Payment of the said Sum of Nine thousand eight hundred and forty Pounds Eighteen Shillings; Residue of the said Sum of Twelve thousand nine hundred and thirty Pounds Three Shillings and Sixpence so remaining due to the said *John Pinniger* as therein mentioned, and the Interest thereof, and from and after Satisfaction and Discharge of the whole of the last-mentioned Sum, and Interest thereon, should apply a competent Part of the Rents, Issues, and Profits of the said therein-mentioned Copyhold Premises in satisfying such further Sum or Sums of Money as was or were justly due and owing to the said *John Pinniger* as Attorney or Solicitor as aforesaid, and in reimbursing him the said *John Pinniger* all such Sum or Sums of Money as he should or might, with the Approbation of the said *Frederick St. John*, or the Trustee or Trustees for the Time being of the said Indentures of the Eighth Day of *August* One thousand eight hundred and eighteen, advance or pay in or towards Discharge of any Debt or Debts, being a Lien upon any of the said Trust Estates therein comprised, or for redeeming any Annuity or Annuities granted by the said *George Fourth Duke of Marlborough* which it might be deemed expedient to redeem in order to facilitate the Execution of the same Indentures, with lawful Interest in right of such Advancements (if any), and, subject to such Applications as aforesaid, should from Time to Time during the Life of the said Duke pay unto or empower the said *Frederick St. John*, his Executors, Administrators, or Assigns, or the Trustee or Trustees for the Time being of the said Term of Ninety-nine Years granted by the said first-mentioned Indenture of the Eighth Day of *August* One thousand eight hundred and eighteen, determinable with the Life of the same Duke as aforesaid, to receive so much of the said Rents, Issues, and Profits of the said Copyhold Premises as should remain unapplied for the Purposes aforesaid, to  
the

*The Blenheim Estate Act, 1856.*

the Intent that the same should or might be applied upon such of the Trusts and for such of the Purposes by the said secondly-mentioned Indenture of the Eighth Day of *August* One thousand eight hundred and eighteen expressed or declared of and concerning the annual Rents, Issues, and Profits of the said Manors, Hereditaments, and Premises provided or directed to be paid to or intended to be received by the said *Frederick St. John*, his Heirs, Executors, Administrators, or Assigns, during the Life of the same Duke, as should or might be subsisting, capable of taking effect or being performed, and subject and without Prejudice to the Trusts therein-before declared as aforesaid, expressly or by Reference touching the Application of the Rents, Issues, and Profits of the said Copyhold Premises during the Life of the same Duke it was thereby agreed and declared by and between the said Parties thereto that the said *John Pinniger*, his Heirs and Assigns, should stand seised of the said Copyhold Premises in trust for the same Duke and his Assigns during his Life, and from and after the Decease of the same Duke, and when and so soon as an Act of Parliament could be obtained for taking away the demisable Quality thereof by Copy of Court Roll, in order that the same might for ever thereafter be held and enjoyed as Parcel or Parcels (but not demisable by Copy of Court Roll) of the Demesnes of the same Manors whereof the same respectively were holden, according to the said Act of the Fifth Year of the Reign of Her Majesty Queen *Anne*, for settling the same Manors upon the Posterity of the said *John Duke of Marlborough*, then upon trust that the said *John Pinniger*, his Heirs or Assigns, should surrender the said Copyhold Premises into the Hands of the Lord of the said Manors, to the Intent to extinguish and put an end to the subsisting Copyhold Estates or Interests therein, and upon further trust that he the said *John Pinniger*, his Heirs or Assigns, should from and after the Decease of the same Duke, in the meantime until such Surrenders as aforesaid should be made, stand seised of the said Copyhold Premises upon trust to permit the same to be holden and enjoyed by the Person for the Time being entitled under the same Act to the Freehold and Inheritance of the same Manors whereof the same were respectively holden, so long as the Rules of Law or Equity would permit: And whereas the said *George Fourth Duke of Marlborough* made a Will dated the Twenty-first Day of *October* One thousand eight hundred and thirty-eight, and he thereby appointed *Matilda Glover* his Executrix and Universal Legatee, but he did not thereby dispose of his Real Estates: And whereas the said *George Fourth Duke of Marlborough* died on or about the Fifth Day of *March* One thousand eight hundred and forty, without having revoked or altered his said Will, intestate as to his Real Estates, and leaving the said *George* the now Duke of *Marlborough*, his eldest Son and Heir-at-Law, and having had Issue, besides the said *George* now Duke of *Marlborough*, Three Sons and no more, *videlicet*, *Charles Spencer Churchill* commonly

Will of  
George  
Fourth Duke  
of Marl-  
borough,  
dated 21st  
Oct. 1838.



*The Blenheim Estate Act, 1856.*

commonly called Lord *Charles Spencer Churchill*, *George Henry Spencer Churchill* commonly called Lord *George Henry Spencer Churchill*, and *Henry John Spencer Churchill* commonly called Lord *Henry John Spencer Churchill*: And whereas the said Will of the said *George Fourth Duke of Marlborough* was duly proved by the said *Matilda Glover* in the Prerogative Court of the Archbishop of *Canterbury* on or about the Twentieth Day of *January* One thousand eight hundred and forty-one: And whereas the said *John Kennedy*, on behalf of himself and all other unsatisfied Creditors of the said *George Fourth Duke of Marlborough* who should come in and contribute to the Expenses of the Suit, did, on or about the Eighteenth Day of *February* One thousand eight hundred and forty-one, file his Bill in the said Court of Chancery against the said *Matilda Glover*, which Bill was afterwards amended, and such amended Bill was against the said *Matilda Glover* and the said *George* the now Duke of *Marlborough*, and after stating in part to the Effect herein-before recited, and further stating that the said *George Fourth Duke of Marlborough* was at the Time of his Death seised of or otherwise well entitled to him and his Heirs to divers Freehold and Copyhold Messuages, Farms, Lands, Tenements, and Hereditaments, and that he died intestate as to his Real Estates, and that upon his Death all the Freehold and Copyhold Hereditaments of or to which he was at the Time of his Death seised or entitled descended to and became vested in the said *George Fifth Duke of Marlborough*, who was the Heir-at-Law and Customary Heir of the said *George Fourth Duke of Marlborough*, he the said *John Kennedy* prayed (besides praying specially in various Particulars against the said Defendants) for the Administration of the Real and Personal Estate of the said *George Fourth Duke of Marlborough*, and various consequential Directions, and for further Relief: And whereas the said Defendants appeared to the said original and amended Bill, and the said *Matilda Glover* put in her Answer to the said original Bill, but before any further Proceedings were had in the said Suit the said *John Kennedy* died on or about the Eighteenth Day of *February* One thousand eight hundred and forty-two, having by his last Will and Testament in Writing, bearing Date the Eighth Day of *July* One thousand eight hundred and thirty-nine, appointed *Thomas Kennedy*, *William Reynolds*, and *Ann Kennedy* Executors and Executrix thereof, who duly proved the said Will in the Prerogative Court of the Archbishop of *Canterbury* on or about the Seventeenth Day of *March* One thousand eight hundred and forty-two, and thereby became the legal personal Representatives of the said *John Kennedy* deceased, and entitled to the Debt in respect of which the said Bill was filed by the said *John Kennedy* deceased, and the said Suit was duly revived by them the said *Thomas Kennedy*, *William Reynolds*, and *Ann Kennedy*: And whereas by the Decree made on

Bill filed in  
the Court of  
Chancery,  
dated 18th  
Feb. 1841.

[Private.]

*The Blenheim Estate Act, 1856.*

Decree in  
the said  
Cause, dated  
2d July  
1842.

the Hearing of these Causes on the Second Day of *July* One thousand eight hundred and forty-two the usual Directions were given, and it was referred to the Master to inquire into various Particulars, and make a Report thereon: And whereas various Proceedings have taken place in the Master's Office under the said Decree, and the said Master allowed a State of Facts to the Effect herein-béfore recited, and the Debt of the said Plaintiff was proved before the Master, and allowed, and certain other Creditors of the said *George Fourth Duke of Marlborough* have proved or claim to prove their Debts or alleged Debts before the Master: And whereas the said *Ann Kennedy* died on or about the Tenth Day of *August* One thousand eight hundred and fifty-two, and the said *William Reynolds* died on or about the Thirteenth Day of *January* One thousand eight hundred and fifty-five, and the said *Thomas Kennedy* thereupon became the legal personal Representative of the said *John Kennedy* deceased, and as such entitled to the said Debt due to the said *John Kennedy* as such surviving Partner as aforesaid: And whereas the said *Thomas Kennedy* did, on or about the Twenty-ninth Day of *May* One thousand eight hundred and fifty-five, present his Petition in the said Causes to the Lord Chancellor of *Great Britain*, and thereby, after showing in part to the Effect herein-béfore recited, and showing that the Sum of Nine thousand eight hundred and forty Pounds Eighteen Shillings, mentioned in the said-recited Indenture of the First Day of *August* One thousand eight hundred and twenty-five, and all Interest thereof, and all Moneys secured to the said *John Pinniger* by the same Indenture, had been long since fully paid or satisfied, and showing that the Petitioner contended that the Trust declared in the said Indenture of the First Day of *August* One thousand eight hundred and twenty-five of the said Copyhold Hereditaments comprised in the said Five Grants and Admittances, after the Decease of the said *George Fourth Duke of Marlborough*, was void for Remoteness, and the Defendant *George Duke of Marlborough* contended the contrary, and the Determination of that Question was likely to be attended with long and expensive Litigation, and if such Litigation should terminate in favour of the Petitioner he would find great Difficulty and be put to much additional Expense and be exposed to additional Delay before he could render the said Copyhold Premises comprised in the said Five Grants and Admittances available for or towards satisfying the Moneys due from the Estate of the said *George Fourth Duke of Marlborough* to his Creditors whose Debts had been or might be allowed in those Suits, on account of the Confusion of the Boundaries of the settled and unsettled Estates aforesaid, and the consequent Impossibility of levying any Money on such of the said Copyhold Hereditaments comprised in the said Five Grants and Admittances as were liable to the Debts of the said Testator (in case, as the said Defendant *George Duke of Marlborough* alleged,

*The Blenheim Estate Act, 1856.*

alleged, the whole thereof was not subject thereto,) until the said Boundaries should have been determined by Act of Parliament or otherwise, and showing that the Defendant *George Duke of Marlborough* also contended that by the aforesaid Surrenders unto the said *George Third Duke of Marlborough* in Manner and Form aforesaid, or thereby and by other Means, the demisable (by Copy of Court Roll) Quality of the Hereditaments and Premises comprised in the said Five Grants and Admittances was destroyed, and further; that whether the demisable Quality thereof was or was not so destroyed, the said *George Fourth Duke of Marlborough* at the Date of the said Five Grants respectively had not in himself any sufficient Estate or Interest empowering him to make the same, and that the same were not binding on the said Defendant *George Duke of Marlborough*, and showing that a Claim had been made by the Plaintiff and the other Creditors whose Claims should be allowed in the said Suits against the said Defendant *George Duke of Marlborough* in respect of certain Gold Pheasants taken possession of by him at the Time of the Decease of the said *George Fourth Duke of Marlborough*, and for certain Arrears of Rent of the Copyhold Estates aforesaid and of the Estates of which the said *George Fourth Duke of Marlborough* was Tenant for Life under the said Acts of Queen *Anne* which accrued due previously to his Decease, and for an Apportionment of such Rents up to the Time of the Death of the said *George Fourth Duke of Marlborough* not then due, and for Emblements on the said Estates, and for an Apportionment of the quarterly Payments of an Annuity or Pension of Five thousand Pounds granted by an Act passed in the Fifth Year of the Reign of Her late Majesty Queen *Anne* out of the Revenues of the Post Office to the then Duke of *Marlborough* and his Successors, which became due on the Twenty-fifth Day of *March* One thousand eight hundred and forty, and that in addition to the said Copyhold Premises and such Claims as aforesaid a Claim had also been made by the Petitioner to a Sum of Two thousand four hundred Pounds and upwards which was in the Hands of *Thomas Baverstock Merriman*, the surviving Executor of the Estate of the said *Frederick St. John*, upon Trusts, as the Petitioner alleged, under which the same was then Part of the Personal Estate of the said *George Fourth Duke of Marlborough*, and showing further, that the Petitioner being willing to enter into fair Terms for compromising all Claims against the said *George Duke of Marlborough*, he and the said *George Duke of Marlborough* had agreed to certain Terms of Compromise therein set forth, subject to the Sanction of the Court, the Petitioner therefore humbly prayed, among other things, that the said Agreement for Compromise might be approved and confirmed by the Court, and that the same might be carried into effect: And whereas by an Order of the said Court of Chancery, dated the First Day of *June* One thousand eight hundred and fifty-five,

Order of the  
Court con-  
firming.

*The Blenheim Estate Act, 1856.*

Agreement  
of Compro-  
mise, dated  
1st June  
1855.

five, it was ordered, that the following Agreement of Compromise in the Petition mentioned should be confirmed and carried into effect; (that is to say,) that the said Defendant *George Duke of Marlborough* shall bear and pay his own Costs of the said Suits as between him and the other Parties thereto, and should not be required to pay the Plaintiff's Costs of the same; that the said Defendant *George Duke of Marlborough* should forthwith apply for and endeavour to obtain an Act of Parliament for the following Purposes; (that is to say,)

First,—For extinguishing and putting an end to all Copyhold or other Estates and Interests, if any, in the Hereditaments and Premises comprised or purported to be comprised in the said Five several Grants and Admittances under or by virtue of the same Grants and Admittances respectively, and for determining, destroying, and taking away for ever thereafter the demisable (by Copy of Court Roll) Quality (if any) of the same Hereditaments and Premises, to the End and Intent that the same might be for ever thereafter held and enjoyed as Parcel or Parcels (but not demisable by Copy of Court Roll) of the Demesnes of the Manor or Manors whereof the same respectively were then or theretofore holden, according to the said Act of the Fifth Year of the Reign of Her Majesty Queen *Anne*, and the aforesaid Letters Patent for settling the same Manors upon the Posterity of the said *John Duke of Marlborough*, but subject, along with the other Hereditaments therein-after mentioned, so far as the same should be comprised therein, to the Term of One thousand Years therein-after mentioned, and the Trusts thereof; and,

Secondly,—For the Purpose of limiting or vesting the Hereditaments and Premises comprised or purported to be comprised in the said Five several Grants and Admittances, and the other Hereditaments and Premises comprised in and settled by the said Act of the Fifth Year of the Reign of Her said late Majesty Queen *Anne*, with the Appurtenances, or so much of the said Hereditaments and Premises respectively as should be sufficient to raise the Sum of Five thousand Pounds, and such further Sum in respect of Costs as therein-after mentioned or referred to, with Interest on the said Sum of Five thousand Pounds to be raised respectively as therein-after mentioned, in a Trustee or Trustees, of the Nomination of the said Defendant *George Duke of Marlborough* for the Time being, for the Term of One thousand Years, to commence and be computed from the passing of the said Act, upon trust that such Trustee or Trustees, his or their Executors or Administrators, should, within Six Calendar Months after the passing of the same, or within such further Time as the Court might order, by Mortgage of the Hereditaments and Premises to be comprised in the said Term of One thousand Years or any Part or Parts thereof for all, or any

Part

*The Blenheim Estate Act, 1856.*

Part of the said Term of One thousand Years, or by or out of the Rents, Issues, or Profits thereof, levy and raise, at Interest not exceeding the Rate of Five Pounds for every One hundred Pounds by the Year, the Sum of Five thousand Pounds Sterling Money, with Interest thereon for the same after the Rate of Five *per Centum per Annum* computed from the Day of the Date of the said now-reciting Order, which said Sum of Five thousand Pounds and Interest should, by the Persons or Person advancing or paying the same, be paid into the Bank of *England*, with the Privity of the Accountant General of the said Court, to the Credit of the said Causes, and should also in manner aforesaid levy and raise, at the Rate aforesaid, such further Sum as Parliament should think fit, for the Purpose of defraying and reimbursing to the said Defendant *George Duke of Marlborough* his Costs, Charges, and Expenses of and incidental to the said Suits and the said Compromise, and carrying the same into execution, and the obtaining of the said Act of Parliament, and also the Costs, Charges, and Expenses of and incidental to the raising of the said Sum of Five thousand Pounds, and of Payment of the same into the Bank of *England* as aforesaid, and also such Costs, Charges, and Expenses as the said Defendant *George Duke of Marlborough* should pay to the said Petitioner *Thomas Kennedy* under the said Agreement for Compromise, or under that Order and subject to the Trusts aforesaid, and upon Performance thereof upon trust to assign and surrender the Hereditaments and Premises to be comprised in the said Term unto the Person or Persons for the Time being entitled to the Freehold and Inheritance thereof, to the End and Intent that the same Term might become merged and extinguished in the Freehold and Inheritance of the said Hereditaments and Premises therein comprised; that the said Sum of Five thousand Pounds and Interest, when paid into the Bank of *England*, should be in full Satisfaction and Discharge of all Claims in the said Causes of the Petitioner and all other Creditors of the said *George Fourth Duke of Marlborough* who had come in and proved any Debts under the said Decree against the said *George Fourth Duke of Marlborough*, or the aforesaid Hereditaments and Premises, but should not affect the Claim of the Petitioner and any other Creditors of the said *George Fourth Duke of Marlborough* whose Debts should be allowed in the said Suits to the said Monies in the Hands of the said *Thomas Baverstock Merriman*; that the Petitioner should be at liberty to watch the Bill in its Progress through Parliament; that the Sum of Fifty Pounds should be paid by the said Defendant *George Duke of Marlborough* on account of the Costs, Charges, and Expenses properly incurred by the Petitioner of and relating to the Nego-

[Private.]

*The Blenheim Estate Act, 1856.*

ciation of the said Compromise, not being Costs in the said Suits or any of them, and on account of the Costs, Charges, and Expenses of the Petitioner properly incurred in watching the Application for the said Bill and the Progress thereof through Parliament; and that the said Defendant *George Duke of Marlborough* should not be required to pay any further Sum in respect of such Costs as the said Sum of Fifty Pounds was to be paid in respect of, but that all other Costs, Charges, and Expenses (if any) which the Petitioner might incur at the Request of the said Defendant *George Duke of Marlborough* to enable him to obtain such Act of Parliament, or in otherwise carrying out the said Compromise or incidental thereto, should be paid to the Petitioner by said Defendant *George Duke of Marlborough*; that if such Act of Parliament should not be obtained and passed in or before *August One thousand eight hundred and fifty-six*, the Petitioner, his Executors or Administrators, should be at liberty, by Notice in Writing to the said Defendant *George Duke of Marlborough*, his Heirs or Assigns, to rescind the said Agreement for Compromise, except that the said Defendant *George Duke of Marlborough* in that event should pay all the Costs, Charges, and Expenses which he was to pay as aforesaid if the said Act should pass:

Master's  
General  
Report, dated  
16th July  
1855.

And whereas the Master made his General Report in the said Cause, bearing Date the Sixteenth Day of *July One thousand eight hundred and fifty-five*, by which it appears that the said Sum of Nine thousand eight hundred and forty Pounds Eighteen Shillings due to the said *John Pinniger* had been long since paid and satisfied, and the said Master found that the Sum of Twenty thousand four hundred and ten Pounds was due to the said *John Kennedy* upon the said Judgment Debts, besides Interest, and the said Master stated as special Circumstances the Facts relating to the said Order of Compromise dated the First Day of *June One thousand eight hundred and fifty-five*: And whereas by an Order Nisi of the said Court, bearing Date the Twenty-first Day of *July One thousand eight hundred and fifty-five*, and an Order Absolute of the said Court, bearing Date the Thirty-first Day of *July One thousand eight hundred and fifty-five*, the said Report was confirmed: And whereas the whole of the Hereditaments comprised in the herein-before recited Five several Grants to and Admittances of the said *John Pinniger* cannot be accurately identified, but the whole of the Hereditaments mentioned and specified in the Second Schedule to this Act have been ascertained to form a Portion of the Hereditaments comprised in the said Five several Grants and Admittances: And whereas the said *George* now Duke of *Marlborough*, on the Eleventh Day of *January One thousand eight hundred and nineteen*, intermarried with *Lady Jane Stewart*, afterwards the Most Noble *Jane Duchess of Marlborough*, and had Issue

Order con-  
firming Mas-  
ter's Report,  
dated 21st  
and 31st July  
1855.

by

*The Blenheim Estate Act, 1856.*

by her Three Sons, and no more, *videlicet*, *John Winston Spencer Churchill* commonly called Marquis of *Blandford*, *Alfred Spencer Churchill* commonly called Lord *Alfred Spencer Churchill*, and *Alan Spencer Churchill* commonly called Lord *Alan Spencer Churchill*, who have all attained the Age of Twenty-one Years: And whereas the said *Jane Duchess of Marlborough* died on or about the Twelfth Day of *October* One thousand eight hundred and forty-four, and the said *George* now Duke of *Marlborough*, on or about the Tenth Day of *June* One thousand eight hundred and forty-six, intermarried with *Charlotte Augusta*, Daughter of Viscount *Ashbrook*, afterwards the Most Noble *Charlotte Augusta* Duchess of *Marlborough*, and had Issue by her One Son, and no more, *videlicet*, *Almaric Athelstan Spencer Churchill* commonly called Lord *Almaric Athelstan Spencer Churchill*, now an Infant of the Age of Nine Years or thereabouts: And whereas the said *Charlotte Augusta* Duchess of *Marlborough* died on or about the Twentieth Day of *April* One thousand eight hundred and fifty, and the said *George* now Duke of *Marlborough*, on or about the Eighteenth Day of *October* One thousand eight hundred and fifty-one, intermarried with *Jane Frances Clinton Stewart*, now the Most Noble *Jane Frances Clinton* Duchess of *Marlborough*, and has Issue by her One Son, and no more, *videlicet*, *Edward Spencer Churchill* commonly called Lord *Edward Spencer Churchill*, now an Infant of the Age of Three Years or thereabouts: And whereas the said *John Winston* Marquis of *Blandford*, on or about the Twelfth Day of *July* One thousand eight hundred and forty-three, being then a Bachelor, intermarried with *Frances Anne Emily*, Daughter of the late Marquis of *Londonderry*, and has Issue by her Three Sons, and no more, *videlicet*, *George Charles Spencer Churchill* commonly called Earl of *Sunderland*, *Frederick John Spencer Churchill*, and *Randolph Henry Spencer Churchill*: And whereas the said *Frederick John Spencer Churchill* died on or about the Fifth Day of *August* in the Year One thousand eight hundred and fifty: And whereas the said Lord *Alfred Spencer Churchill* is a Bachelor: And whereas the said Lord *Alan Spencer Churchill*, on or about the Twenty-eighth Day of *July* One thousand eight hundred and forty-six, intermarried with *Rosamond Dowker* Spinster, but he hath not any Issue: And whereas the said Lord *Charles Spencer Churchill*, on or about the Twenty-fourth Day of *August* One thousand eight hundred and twenty-seven, intermarried with *Etheldred Catherine Benett*, and died on or about the Twenty-ninth Day of *April* One thousand eight hundred and forty, having had Issue Two Sons, and no more, *videlicet*, *Charles Henry Spencer Churchill*, who hath attained the Age of Twenty-one Years, and *John Kemeys George Thomas Spencer Churchill*, now an Infant of the Age of Twenty Years or thereabouts: And whereas the said Lord *George Henry Spencer Churchill* died on or about the Thirtieth Day of *May* One thousand eight

*The Blenheim Estate Act, 1856.*3 & 4 Vict.  
c. 43.

eight hundred and twenty-eight, without having had Issue, and the said Lord *Henry John Spencer Churchill* died on or about the Second Day of *June* One thousand eight hundred and forty, without having been married: And whereas an Act was passed in the Session holden in the Third and Fourth Years of the Reign of Her present Majesty Queen *Victoria*, intituled *An Act for repairing Blenheim Palace*, and pursuant thereto the Sum of Twenty-five thousand Pounds was raised for the Purposes in the same Act mentioned, by a Mortgage of all and singular the Estates comprised in and settled by the said Act of the Fifth Year of the Reign of Her said late Majesty Queen *Anne*, except the said House called *Blenheim Palace* and the Buildings connected therewith, which Mortgage was effected by an Indenture dated the Tenth Day of *November* One thousand eight hundred and forty-two, made or expressed to be made between the said *George* the now Duke of *Marlborough* of the First Part, the Right Honourable *Cropley Ashley* Earl of *Shaftesbury*, the Right Honourable Sir *James Robert George Graham*, and *William Whateley* of the Second Part, and *James Kibblewhite*, *Clement Hue*, and *Samuel Merriman* of the Third Part, and inrolled in Chancery as required by the Act pursuant to which the Mortgage was effected, but Eleven thousand Pounds of the said Sum of Twenty-five thousand Pounds has been paid off, and there is now due and owing on the Security of the said Mortgage only the Principal Sum of Fourteen thousand Pounds, with some Interest for the same: And whereas it cannot be ascertained, otherwise than by a protracted and expensive Litigation, whether the demisable (by Copy of Court Roll) Quality of the Hereditaments comprised in the Five several Grants and Admittances aforesaid was or was not destroyed previous to the Date of the same several Grants and Admittances respectively, and whether the said *George* Fourth Duke of *Marlborough*, at the Date of the said Five several Grants respectively, had or not had in himself any sufficient Estate or Interest empowering him to make the same: And whereas it is considered that the Value of the Copyhold Hereditaments so purchased as aforesaid by the said *George* Third Duke of *Marlborough* largely exceeds the Amount authorized to be raised in manner herein mentioned, and the Queen's most Excellent Majesty, as being entitled to the Hereditaments settled by the said Act passed in the Fifth Year of the Reign of Her late Majesty Queen *Anne*, in default of the Issue of *John* Duke of *Marlborough*, entitled thereto under the Limitations of the said Act, is therefore graciously pleased to consent to the Limitation of the Hereditaments specified in the Second Schedule to this Act for an absolute Term of One thousand Years, for the Purposes herein expressed, and without any Proviso for the Cesser or Extinguishment of such Term in case of the Failure of the Issue of *John* Duke of *Marlborough*, in whose Favour the Hereditaments comprised in the said Act were or now stand settled: And whereas it is expedient



*The Blenheim Estate Act, 1856.*

expedient that the said Compromise be carried into effect, but the same cannot be done except by the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject the said *George* the now Duke of *Marlborough* doth 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, as follows; (that is to say,)

I. That from and after the passing of this Act the Hereditaments and Premises comprised or purported to be comprised in the herein-before mentioned Five several Grants and Admittances shall be freed and discharged from the Copyhold or Customary Estate and Interest vested in the said *John Pinniger* as aforesaid, and the demisable Quality by Copy of Court Roll of and in the same Premises shall be extinguished and destroyed, to the End and Intent that the same Hereditaments may for ever hereafter (subject nevertheless, so far as the same are comprised therein, to the Term of One thousand Years herein-after limited, and the Trusts thereof,) be held and enjoyed as Parcel or Parcels (but not demisable by Copy of Court Roll) of the Demesnes of the Manors or Manor whereof the same respectively are or heretofore were holden, according to the said recited Act of the Fifth Year of the Reign of Her late Majesty Queen *Anne*, and the therein-mentioned Letters Patent for settling the same Manors upon the Posterity of the said *John Duke of Marlborough*, and shall be subject to the Provisions and Limitations of that Act and of those Letters Patent.

The demisable Quality of the Copyhold Hereditaments comprised in the Five Grants to and Admittances of *John Pinniger* extinguished.

II. That the Hereditaments mentioned and specified in the Second Schedule to this Act, with their and every of their Appurtenances, shall from and after the passing of this Act, but subject and without Prejudice, so far as the same may be thereby affected, to the Mortgage effected under the said Act for repairing *Blenheim Palace* as aforesaid, and the Principal Sum of Fourteen thousand Pounds now due on the Security thereof as aforesaid, and the Interest for the same, be vested in the Honourable *Alfred Spencer Churchill* commonly called Lord *Alfred Spencer Churchill*, and *Timothy Abraham Curtis* of the *Home Lodge* in *Blenheim Park* aforesaid, Esquire, for the Term of One thousand Years, to commence and be computed from the passing of this Act, upon trust that they the said Lord *Alfred Spencer Churchill* and *Timothy Abraham Curtis*, or the Survivor of them, or the Executors or Administrators of such Survivor, do and shall, at any Time or Times within Six Calendar Months after the passing of this Act, or as soon as Circumstances will permit, by Mortgage of the Hereditaments and Premises comprised in the said Term of One thousand Years, or any Part or Parts thereof, for all or any Part of the same Term, levy and raise the Sum of Five

The Hereditaments in Schedule to the Act vested in Trustees for a Term of 1,000 Years.

[Private.]

3 p

thousand

*The Blenheim Estate Act, 1856.*

thousand Pounds, and do and shall, out of the Rents and Profits of the same Hereditaments and Premises, levy and raise Interest upon the said Principal Sum of Five thousand Pounds, after the Rate of Five Pounds *per Centum per Annum*, from the said First Day of *June* One thousand eight hundred and fifty-five until the said Principal Sum of Five thousand Pounds shall be raised by Mortgage as aforesaid, and do and shall cause the said Sum of Five thousand Pounds and Interest, when raised, to be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to the Credit of the said Cause *Kennedy* versus *Glover*, *Kennedy* versus *Glover* and the Duke of *Marlborough*, and *Kennedy* and others versus *Glover* and the Duke of *Marlborough*, and do and shall, by Mortgage as aforesaid, levy and raise such further Sum of Money as shall be the Amount of the said Costs, Charges, and Expenses of the said *George* the now Duke of *Marlborough* in the Cause aforesaid, and of and incidental to the Compromise thereof as aforesaid, including the Sum of Fifty Pounds and all other Costs by the aforesaid Agreement of Compromise agreed to be paid by him to the said *Thomas Kennedy* for the Costs properly incurred by the said *Thomas Kennedy*, as in the said Order mentioned, and also of the Costs of and incidental to the obtaining and passing of this Act (including the Costs of an Application made to Parliament in the Session of One thousand eight hundred and fifty-five with reference thereto), the Amount of all such Costs and Expenses to be taxed and settled as provided by this Act, and do and shall also, by Mortgage as aforesaid, levy and raise the Amount of the Costs and Expenses of and attending the raising of the Principal Sums hereby directed or authorized to be raised by Mortgage as aforesaid, and of and attending the Payment of the said Sum of Five thousand Pounds and Interest into the Bank of *England* as aforesaid, and all other the Costs and Expenses, if any, occasioned by or relating to the Execution of the other Trusts hereby declared of the said Term of One thousand Years, and, subject to the Trusts aforesaid, and after the Performance thereof, upon trust to assign and surrender the Hereditaments and Premises comprised in the said Term of One thousand Years unto the Person or Persons for the Time being entitled to the same Hereditaments and Premises in reversion expectant on the Expiration or sooner Determination of the same Term, to the End and Intent that, subject and without prejudice to any Mortgage or Mortgages as aforesaid, the same Term may merge and be extinguished in the Freehold and Inheritance of the Premises therein comprised.

The Costs intended to be provided for by the

III. That it shall be lawful for the said Court of Chancery, on the Application of the said Lord *Alfred Spencer Churchill* and *Timothy Abraham Curtis*, or the Survivor of them, or the Executors  
or

*The Blenheim Estate Act, 1856.*

or Administrators of such Survivor, to make such Order or Orders as to the said Court shall seem meet for taxing and settling the Costs, Charges, and Expenses intended to be provided for by this Act as aforesaid. Act to be taxed.

IV. That every such Mortgage shall contain a Covenant from the said *George* the now Duke of *Marlborough*, for himself, his Heirs, Executors, and Administrators, to pay and keep down so much of the Interest as shall become payable upon such Mortgage or Mortgages during the Term of his natural Life. Mortgages to contain a Covenant by the Duke of Marlborough to pay Interest during his Lifetime.

V. That from and after the Decease of the said *George* now Duke of *Marlborough*, and after the Decease of every successive Duke of *Marlborough*, no Person or Persons, Body or Bodies Politic or Corporate, shall, under or by virtue of any such Mortgage or Mortgages as aforesaid, or of anything in this Act contained, be entitled to recover, as against the said Hereditaments and Premises comprised in the said Term of One thousand Years, or any of them, more than One Year's Arrear of Interest which may have accrued before such Decease upon any Principal Sum which may have been secured and for the Time being be due and owing upon such Mortgage or Mortgages. One Year's Arrear of Interest only to be recoverable after the Decease of each successive Duke of Marlborough against the Hereditaments comprised in Mortgage.

VI. That upon the Decease of the said *George* now Duke of *Marlborough*, and upon the Decease of any successive Duke of *Marlborough*, the Heirs, Executors, or Administrators of the Person so dying shall pay all Arrears of Interest which shall accrue during the Lifetime of the Person so dying, and also so much of the half-yearly Payments of Interest upon the Principal Money secured by any such Mortgage or Mortgages accruing and not actually accrued due at the Time of his Decease as shall be in proportion to the Time which such Persons shall have lived of the then current Half Year. The Interest for the current Half Year to be apportioned on the Decease of each successive Duke of Marlborough.

VII. That every such Mortgage as aforesaid shall contain a Proviso on the Part of the Mortgagee or Mortgagees for the quiet Enjoyment by the said *George* now Duke of *Marlborough* and every successive Duke of *Marlborough* of the Hereditaments comprised in such Mortgage, and of the Rents, Issues, and Profits thereof, until Default shall be made by him or them respectively in Payment of the Principal Monies and Interest secured by such Mortgage, or some Part thereof, at the Time and in Manner in such Mortgage appointed for Payment thereof respectively. Mortgages to contain a Covenant for quiet Enjoyment.

VIII. That no Indenture or Indentures whereby the said Hereditaments and Premises are charged or sought and attempted to be charged under or by virtue of the Powers and Authorities of this Act shall Mortgages to be enrolled in Chancery.

*The Blenheim Estate Act, 1856.*

shall be of any force or virtue unless and until the same shall be respectively enrolled in Her Majesty's High Court of Chancery.

The Term of 1,000 Years, and the Mortgages thereunder, not to interfere with Powers of leasing.

IX. That, notwithstanding the said Term of One thousand Years hereby created as aforesaid, and notwithstanding any such Mortgage or Mortgages as aforesaid, it shall be lawful for the said *George* the now Duke of *Marlborough* and every other Duke of *Marlborough* for the Time being from Time to Time to make such Contracts and Agreements for granting Leases, and such Leases, either under any existing Power or under any Power to be hereafter created, or otherwise howsoever, as he or they might have made in case the said Term of One thousand Years had not been hereby created, and no such Mortgage or Mortgages had been made; and such Mortgage or Mortgages shall also be subject to the Effect of all such Contracts and Agreements for Leases and of all such Leases as have been already lawfully made; and the Rent or Rents to be reserved on every such Contract, Agreement, or Lease as shall or may be made or granted after any such Mortgage or Mortgages as aforesaid shall have been executed shall enure to the same Person and shall be recoverable as if such Contract, Agreement, or Lease had been made and entered into previously to the passing of this Act and the Execution of such Mortgage or Mortgages.

Trustees Receipts to be good Discharges.

X. That the Receipt or Receipts in Writing of the said Lord *Alfred Spencer Churchill* and *Timothy Abraham Curtis*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, or of the Trustees or Trustee for the Time being acting in the Execution of the Trusts of this Act, for any Monies which shall be raised by Mortgage as aforesaid, and for any other Monies paid to them or him under or by virtue of this Act, or in the Execution of any of the Trusts hereof, shall (except as to the said Sum of Five thousand Pounds to be raised by Mortgage as aforesaid, and which is to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Chancery, to the Credit of the before-mentioned Causes,) be an effectual Discharge or effectual Discharges for such Monies, or for so much thereof as in such respective Receipts shall be acknowledged to be received, and that the Person or Persons to whom the same shall be given, his, her, or their Heirs, Executors, Administrators, or Assigns, shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Monies, Stocks, Funds, or Securities, or be in anywise obliged or concerned to see to the Application thereof.

As to the Appointment of new Trustees.

XI. That if at any Time or Times before the Purposes of this Act shall have been carried into execution the said Lord *Alfred Spencer*

*The Blenheim Estate Act, 1856.*

*Spencer Churchill* and *Timothy Abraham Curtis*, or either of them, or any Trustee or Trustees appointed as herein-after provided, shall die, or be abroad, or desire to be discharged, or refuse or become incapable to act, then and in every such Case it shall be lawful for the said Court of Chancery, in a summary Way, on the Application of the said *George* the now Duke of *Marlborough* or any other Duke of *Marlborough* for the Time being, or if he shall be under Age then of his Guardian or Guardians for the Time being, to nominate and appoint a new Trustee or new Trustees in the Place of the Trustee or Trustees so dying, or being abroad, or desiring to be discharged, or refusing or becoming incapable to act as aforesaid, and that the Trust Estates and Premises shall be thereupon assigned and transferred so as that the same may be vested in such new Trustee jointly with the surviving or continuing Trustee, or in such new Trustees solely, as the Circumstances shall require; and such Person or Persons so to be nominated shall and may, either before or after the Trust Premises shall be vested as aforesaid, act or concur in acting in the Execution of the Purposes and Powers of this Act, with such and the same Powers and in such and the same Manner as if he or they had originally and by this Act been nominated and appointed a Trustee or Trustees for the Purposes aforesaid; and that the said Lord *Alfred Spencer Churchill* and *Timothy Abraham Curtis*, and the Person or Persons to be appointed as aforesaid, and each and every of them, and the Heirs, Executors, Administrators, and Assigns of them, each and every of them, shall be charged and chargeable respectively for such Monies only as they respectively shall actually receive by virtue of this Act, and of the Trusts hereby in them reposed, notwithstanding their or any of their giving or signing, or joining in giving or signing, any Receipt or Receipts for the sake of Conformity, and any one or more of them shall not be answerable for the other or others of them, or for involuntary Losses, and also that it shall be lawful for them, with and out of the Monies which shall come to their respective Hands under or by virtue of this Act, to retain to and reimburse themselves respectively, and also to allow to the others of them respectively, all Costs, Charges, Damages, and Expenses which they or any of them shall or may suffer, sustain, expend, disburse, be at, or be put unto in or about the Execution of the aforesaid Trust, or in relation thereto.

XII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, except as herein-after mentioned, and to all and every the Persons or Person claiming by Title paramount to the Title of the said *George* Third Duke of *Marlborough* as such Purchaser as aforesaid of the Copyhold Estates and Interests in the said Hereditaments and Premises, and to all and every other Person or Persons, Body or Bodies Politic and Corporate, his, her, and their Heirs, Successors,

General  
Saving.

[Private.]

*The Blenheim Estate Act, 1856.*

sors, Executors, and Administrators, (other than and except the said *John Pinniger*, his Heirs and Assigns, and any Creditors of the said *George Fourth Duke of Marlborough* who would have been bound by a Decree made in the Causes aforesaid, and other than and except also the said *George now Duke of Marlborough*, the said *John Winston Marquis of Blandford*, and his said infant Sons, and the Heirs Male of their respective Bodies, and all and every other Son and Sons of the Body of the said *John Winston Marquis of Blandford*, and the Heirs Male of their respective Bodies, the said *Lord Alfred Spencer Churchill*, *Lord Alan Spencer Churchill*, *Lord Almaric Athelstan Spencer Churchill*, and *Lord Edward Spencer Churchill*, and the Heirs Male of their respective Bodies, and all and every other Son or Sons of the Body of the said *George now Duke of Marlborough*, and the Heirs Male of their respective Bodies, the said *Charles Henry Spencer Churchill*, and the Heirs Male of his Body, the said *John Kemeys George Spencer Churchill*, and the Heirs Male of his Body, and every other Person or Persons, including the Queen's most Excellent Majesty, Her Heirs and Successors, to whom any Estate, Right, or Interest shall have been limited or shall have descended or devolved, or shall descend or devolve, under or by virtue of the said Act of the Fifth Year of the Reign of Her said late Majesty Queen *Anne*,) all such Estate, Right, Title, Property, Interest, Claim, and Demand whatsoever as they respectively had before the passing of this Act, or would or might have had if this Act had not been passed.

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

XIII. 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.

*The Blenheim Estate Act, 1856.*

The FIRST SCHEDULE to which the foregoing Act refers.

*Wooton Hordley and Old Woodstock in the Manor of Woodstock.*

Date of Surrender.	By whom surrendered.	Date of Surrender.	By whom surrendered.
29th October 1767	John North.	31st July 1786 -	Thomas Thomas and Wife.
23d November 1769	William Johnson.	24th September 1802	William Southam.
23d November 1769	William Johnson.	24th September 1802	William Sotham.
7th October 1784 -	Thomas Sotham.	9th April 1816 -	William Sotham.

*Handborough in the Manor of Woodstock.*

Date of Surrender.	By whom surrendered.	Date of Surrender.	By whom surrendered.
22nd May 1770 -	William Johnson.	18th April 1791 -	James Simmons Brooks.
21st April 1772 -	John Langford.	15th October 1792	John Woodward.
21st April 1772 -	John Day.	1st October 1802 -	Charles Merry.
21st April 1772 -	John Day.	18th January 1803	John Johnson.
18th October 1772 -	Joseph Woollams.	18th January 1803	John Johnson.
29th October 1781 -	Thomas Slatter.	8th October 1804 -	Edward Weller.
13th November 1781	William Haynes.	26th October 1807	John Long.
27th October 1783 -	The Archbishop of Canterbury.	26th February 1810	John Smith.
27th October 1783 -	The Archbishop of Canterbury.	28th October 1811	James Slatter.
27th October 1783 -	The Archbishop of Canterbury.	9th July 1813 -	Edward Clark, Mary Clark, Widow, and others.
27th October 1783 -	The Archbishop of Canterbury.	9th July 1813 -	Edward Clark, Mary Clark, Widow, and others.
16th April 1787 -	Edward Clark.	20th April 1814 -	Thomas Horn.
29th October 1788 -	Richard Pimm.		
29th October 1788 -	John Weller.		

*Stonesfield in the Manor of Woodstock.*

Date of Surrender.	By whom surrendered.	Date of Surrender.	By whom surrendered.
18th April 1791 -	Thomas Thomas and Wife.	9th October 1804 -	Thomas Burborough.
30th October 1797 -	Richard Sissel.	9th October 1804 -	Thomas Burborough.
30th October 1797 -	Ann Johnson.	9th October 1804 -	Thomas Burborough.
29th December 1801	Richard Weller.	1st November 1809	William Sotham.
29th December 1801	Richard Weller.	12th June 1810 -	Thomas Austin and George Austin.
28th October 1802 -	Edward Walton.		
9th October 1804 -	Thomas Burborough.		

*The Blenheim Estate Act, 1856.**Coombe in the Manor of Woodstock.*

Date of Surrender.	By whom surrendered.	Date of Surrender.	By whom surrendered.
26th May 1766 -	William Johnson and Wife.	16th April 1787 -	Ann Bolton and John Bolton.
20th June 1769 -	Richard Wilkins.	16th April 1787 -	William Forshew.
20th June 1769 -	Richard Wilkins.	24th October 1787	John Martin and Ann his Wife.
20th June 1769 -	John Coles.	29th May 1787 -	John Major.
20th June 1769 -	John Coles.	12th February 1788	Samuel Slingo.
20th June 1769 -	John Coles.	12th February 1788	Samuel Slingo.
18th October 1769 -	Thomas Bolton.	24th October 1788	John Stickley and others.
14th October 1771 -	Thomas Franklin.	20th April 1789 -	Robert Spendlove.
23rd March 1773 -	William Annison.	20th April 1789 -	Robert Spendlove.
23rd March 1773 -	William Annison.	20th April 1789 -	Robert Spendlove.
23rd March 1773 -	William Annison.	20th April 1789 -	Robert Spendlove.
23rd March 1773 -	William Annison.	20th April 1789 -	Robert Spendlove.
23rd March 1773 -	William Annison.	20th April 1789 -	Robert Spendlove.
15th October 1777 -	John Prior.	20th April 1789 -	Robert Spendlove.
15th October 1777 -	John Prior.	2nd November 1789	William Worley and Ann his Wife.
15th October 1777 -	William Green.	11th February 1790	Edward Golding and Robert Golding.
15th October 1777 -	William Walker.	11th February 1790	Edward Golding and Robert Golding.
15th October 1777 -	John Brice.	11th February 1790	Edward Golding and Robert Golding.
15th October 1777 -	Ann Bolton and John Bolton.	11th February 1790	Edward Golding.
15th October 1777 -	Samuel Dennett.	17th February 1790	Richard Wilkins.
15th October 1777 -	Edward Golding and Ann Golding.	17th February 1790	Richard Wilkins.
15th October 1777 -	Richard Pimm.	17th February 1790	Richard Wilkins.
15th October 1777 -	Richard Pimm.	17th February 1790	Richard Wilkins.
27th October 1777 -	John Hill.	17th February 1790	Richard Wilkins.
27th October 1777 -	John Hill and Elizabeth his Wife.	17th February 1790	Richard Wilkins.
25th June 1779 -	John Lay.	17th February 1790	Richard Wilkins.
18th October 1779 -	John Richardson and Mary Richardson.	17th February 1790	George Coles and John Prior.
27th October 1779 -	John Lay.	17th February 1790	George Coles and John Prior.
27th October 1783 -	Richard Brookings.	17th February 1790	William Worley and Ann his Wife.
27th October 1783 -	John Brice.	17th February 1790	John Laughton.
8th April 1784 -	David Davies and Hector Davies.	17th February 1790	John Laughton.
8th April 1784 -	David Davies and Charles Davies.	17th February 1790	John Laughton.
9th November 1784	Samuel Adams and Joseph Brookes.	17th February 1790	John Castle.
9th November 1784	Samuel Adams and Joseph Brookes.	17th February 1790	John Sheffield.
1st April 1785 -	Stephen Brice.	17th February 1790	Thomas Sotham.
1st April 1785 -	William Brice.	17th February 1790	John Broad and Elizabeth his Wife.
1st April 1785 -	John Brice.	17th February 1790	John Broad and Elizabeth his Wife.
1st April 1785 -	Francis Wastie and Bradnam Tawney.	17th February 1790	John Broad and Elizabeth his Wife.
11th January 1785 -	John Lay and Edward Lay.	17th February 1790	John Hill.
16th March 1787 -	Edward Golding and Richard Golding.	19th April 1790 -	Ann Bolton and John Bolton.
8th March 1787 -	John Broad and Elizabeth his Wife.	19th April 1790 -	Ann Bolton and John Bolton.
16th March 1787 -	William Bolton.	19th April 1790 -	Ann Bolton and John Bolton.
8th April 1787 -	Elizabeth Smith.	19th April 1790 -	Ann Bolton and John Bolton.
4th April 1787 -	John Broad and Elizabeth his Wife.	1st September 1791	William Forshew.
5th April 1787 -	Robert Spendlove.	3rd May 1791 -	Richard Cave and Elizabeth his Wife.
5th April 1787 -	John Hill.	3rd May 1791 -	Richard Cave and Elizabeth his Wife.



*The Blenheim Estate Act, 1856.**Coombe—continued.*

Date of Surrender.	By whom surrendered.	Date of Surrender.	By whom surrendered.
3rd May 1791	Richard Cave and Elizabeth his Wife.	5th December 1791	Elizabeth Smith.
11th April 1792	Cornelius Ireland and Betty his Wife, and Richard Hill.	1st December 1791	Edward Busby.
19th October 1792	Thomas Bolton and William Bolton.	3rd November 1791	Thomas Bolton.
30th November 1791	John Collett.	3rd November 1791	Thomas Bolton and Millicent his Wife.
30th November 1791	Stephen Brice.	24th October 1796	Henry Stephens.
30th November 1791	William Brice.	5th April 1797	John Bolton.
5th December 1791	Elizabeth Smith.	28th October 1802	William Sotham.
		29th April 1805	William Cooke.
		18th November 1816	John Broad.

*Bladon in the Manor of Woodstock.*

Date of Surrender.	By whom surrendered.	Date of Surrender.	By whom surrendered.
24th April 1767	Stephen Slatter.	27th October 1783	The Archbishop of Canterbury.
24th April 1767	William Coggin.	2nd November 1789	William Maylard.
12th October 1767	Thomas Hierns, Kizia his Wife, and William Salmon.	7th December 1790	James Nixon and Mary his Wife.
3rd May 1774	Thomas Nixon.	28th October 1793	Richard Long.
27th October 1783	The Archbishop of Canterbury.	11th March 1794	John Slatter.
27th October 1783	The Archbishop of Canterbury.	11th March 1794	John Slatter.
27th October 1783	The Archbishop of Canterbury.	11th March 1794	John Slatter.
27th October 1783	The Archbishop of Canterbury.	27th May 1794	Mary Slatter.
27th October 1783	The Archbishop of Canterbury.	20th May 1794	James Nixon.
27th October 1783	The Archbishop of Canterbury.	20th May 1794	James Nixon.
27th October 1783	The Archbishop of Canterbury.	26th June 1798	William Maylard.
27th October 1783	The Archbishop of Canterbury.	26th June 1798	William Maylard.

*J. W. Whateley.*

*The Blenheim Estate Act, 1856.*

## The SECOND SCHEDULE to which the foregoing Act refers.

Place where Property situate.	Name of Occupier.	Description of Property.	Quantity.			Total Quantities.		
			A.	R.	P.	A.	R.	P.
Wooton, Hordley, and Old Woodstock.	Francis Loder Prior	Homestead - - -	0	3	13	102	3	37
		Rayle Close - - -	1	1	16			
		Flag Moor Hill - - -	12	2	32			
		Flag Moor Meadow - - -	3	0	30			
		Dyer's Meadow - - -	2	0	7			
		Great Meadow - - -	4	2	29			
		Dyer's Meadow - - -	2	0	7			
		Lane - - -	1	1	36			
		Barn Piece - - -	7	3	2			
		Part of Great Ground - - -	9	1	5			
		Great Ground - - -	23	2	22			
		Second Barn Piece - - -	10	1	8			
		Third Barn Piece - - -	8	0	28			
		Fourth Barn Piece - - -	9	3	13			
Dyer's Ground - - -	5	2	29					
	In hand.	Ground adjoining Ben's Ground	13	1	11			
		Ground adjoining Poor's Piece	18	2	10			
						31	3	21
Bladon - - -	Henry Lever and John Lever.	Kiln Ground - - -	7	3	13	63	1	19
		Six Acre Piece - - -	6	0	30			
		Little Ground - - -	3	3	32			
		The Ground by the Pits - - -	14	1	29			
		The Ground behind the Pits - - -	11	2	14			
		Twenty Acre Ground - - -	19	1	21			
Handborough - - -	John Bullock - - -	The Little Riding - - -	3	2	21	13	0	21
		Farleigh - - -	9	2	0			
Handborough - - -	Edward Parker - - -	Ironmongers - - -	3	0	17	19	2	7
		Part of Church Piece - - -	4	3	28			
		Ditto - - -	6	2	20			
		Ditto - - -	4	3	22			
Stonesfield - - -	In hand - - -	Callows, or old Allotments - - -	—	—	—	13	2	25
		Thomas Gardiner - - -	—	—	—	12	1	16
		Caleb Barrett - - -	—	—	—	2	3	30
		Acres - - -	-	-	-	259	3	16

P. Pain.