



ANNO QUINTO & SEXTO

VICTORIÆ REGINÆ.

Cap. 25.

An Act for discharging the Borough, Hundred, and Manor of *Cheltenham* in the County of *Gloucester*, and other Estates in the same County, from the Portions of the younger Children of the Right Honourable *John Lord Sherborne*, and the younger Children of the Honourable *James Henry Legge Dutton*, and from the Terms created for raising the same. [30th July 1842.]

WHEREAS by Indentures of Lease and Appointment and Release, bearing Date respectively on or about the Eighth and Ninth Days of *August* One thousand eight hundred and three, the Appointment and Release being made or expressed to be made between the Right Honourable *James* then Lord *Sherborne*, Baron of *Sherborne* in the County of *Gloucester*, and the Right Honourable *Elizabeth Lady Sherborne* his Wife, of the First Part; the Honourable *John Dutton* (now the Right Honourable *John Lord Sherborne*), therein described as only Son and Heir Apparent of the said *James Lord Sherborne*, of the Second Part; the Right Honourable *Henry Lord Stawell*, Baron of *Somerton* in the County of *Somerset*, and the Honourable *Mary Legge* Spinster (now the Honourable *Mary Lady Sherborne*), of the Third Part; the Right

Marriage Settlement of the Honourable John Dutton (now Lord Sherborne), dated 8th and 9th August 1803.

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Honourable

Honourable *Charles Chetwynd* Earl *Talbot* of *Ingestrie* in the County of *Stafford*, and the Right Honourable *Thomas Howard* commonly called Lord *Andover*, of *Charlton* in the County of *Wilts*, of the Fourth Part; the Right Honourable *William* Lord *Bagot*, Baron of *Bagots Bromley* in the County of *Stafford*, and the Honourable *Henry Legge* of *Lincoln's Inn* in the County of *Middlesex*, Esquire, of the Fifth Part; *Thomas Coke* of *Holkham* in the County of *Norfolk*, Esquire, and *Edward Coke* of *Longford* in the County of *Derby*, Esquire, of the Sixth Part; *Thomas Master* of the *Abbey, Cirencester*, in the said County of *Gloucester*, Esquire, and the Reverend *Thomas Birt* of *Newland* in the same County, Clerk, of the Seventh Part; and the Right Honourable *George* Earl of *Dartmouth*, of *Sandwell* in the County of *Stafford*, and *Thomas Anson* of *Shugborough* in the said County of *Stafford*, Esquire, of the Eighth Part, (being the Settlement made previously to and in contemplation of the Marriage then intended to be had and solemnized between the said *John* now Lord *Sherborne* and *Mary* Lady *Sherborne* his now Wife,) divers Manors or Lordships, or reputed Manors or Lordships, Rectories, Advowsons, Capital and other Messuages, Farms, Lands, and Hereditaments, situate in the Counties of *Gloucester* and *Worcester*, in the now-reciting Indentures particularly described, (including therein the Borough, Hundred, and Manor or reputed Manor of *Cheltenham* in the County of *Gloucester*, with the Rights, Members, and Appurtenances thereto belonging, and the Messuages, Lands, and Hereditaments respectively comprised in the First Schedule to this Act,) were appointed, conveyed, and assured to the Uses, to take effect after the Solemnization of the said then intended Marriage, in the said Indenture of Appointment and Release expressed, and in part herein-after mentioned; (that is to say,) to the Use and Intent (after certain Uses which have determined by the Decease of the said *James* Lord *Sherborne*) that the said *Mary* Lady *Sherborne*, then the Honourable *Mary Legge*, and her Assigns, in case she should survive the said *John* Lord *Sherborne*, should yearly during her Life receive and take, out of the Rents, Issues, and Profits of the said Borough, Hundred, Manors, and Hereditaments, a yearly Rent-charge of Two thousand Pounds by half-yearly Payments, with the usual Powers of Distress and Entry for securing the same; and, subject and chargeable as aforesaid, to the Use of the said *William* Lord *Bagot* and *Henry Legge*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, to be computed from the Day of the Solemnization of the said then intended Marriage, upon certain Trusts therein-after expressed, and which were for raising and securing the due and regular Payment of the said yearly Rent-charge of Two thousand Pounds; and from and after the Expiration of the said Term of Ninety-nine Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said *James* then Lord *Sherborne* and his Assigns for his Life; and from and after his Decease to the Use (after certain Uses which have determined by the Decease of the said *Elizabeth* then Lady *Sherborne*) of the said *Thomas Master* and *Thomas Birt*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to be computed from the Decease of the said *James* then Lord *Sherborne*, upon the Trusts therein-after expressed for raising the Sum of Fourteen thousand Pounds for the

Portions for the younger Children of the said *James* then Lord *Sherborne* by the said *Elizabeth* Lady *Sherborne* his Wife; and from and after the Expiration of the said Term of One thousand Years, and subject thereto and to the Trusts thereof, to the Use of the said *John* Lord *Sherborne* and his Assigns during his Life; with Remainder to the Use of the said *Charles Chetwynd* Earl *Talbot* and *Thomas Howard* Lord *Andover*, and their Heirs, during the natural Life of the said *John* Lord *Sherborne*, upon Trust to preserve the contingent Uses therein-after limited; with Remainder to the Use of the said *George* Earl of *Dartmouth* and *Thomas Anson*, their Executors, Administrators, and Assigns, for the Term of Fifteen hundred Years, to be computed from the Time of the Decease of the said *John* Lord *Sherborne*, without Impeachment of Waste, upon the Trusts therein expressed and herein-after mentioned concerning the same; and from and after the Expiration or Determination of the said Term of Fifteen hundred Years, and subject thereto and to the Trusts thereof in the meantime, to the Use of the First and every other Son of the Body of the said *John* Lord *Sherborne* on the Body of the said *Mary* Lady *Sherborne* his Wife, severally and successively, in Tail Male, with divers Remainders over; and as to and concerning the said Term of Fifteen hundred Years therein-before limited in Use to the said *George* Earl of *Dartmouth* and *Thomas Anson*, their Executors, Administrators, and Assigns, it was by the now-reciting Indenture of Appointment and Release declared, that the same was so limited to them upon the Trusts and for the Intents and Purposes therein expressed and in part herein-after mentioned of and concerning the same; (that is to say,) upon Trust that the said *George* Earl of *Dartmouth* and *Thomas Anson*, or the Survivor of them, or the Executors or Administrators of such Survivor, should, after the Decease of the Survivor of the said *James* then Lord *Sherborne* and *John* Lord *Sherborne* (but subject and without prejudice to such, if any, of the said yearly Rent-charges and Portions therein-before charged upon the Hereditaments comprised in the said Term of Fifteen hundred Years as should be then subsisting, and the Remedies and Means for recovering the same respectively), by Mortgage, Sale, Demise, or other Disposition of all or any Part or Parts of the Hereditaments comprised in the said Term of Fifteen hundred Years, for all or any Part of the same Term, or by and out of the Rents, Issues, and Profits of the same Premises, or by all or any of the Ways and Means aforesaid, or by any other Ways and Means which the said *George* Earl of *Dartmouth* and *Thomas Anson*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should think proper, levy and raise such Sum or Sums of Money, for the Portion or Portions of all and every the Child and Children of the said then intended Marriage (other than and except an eldest or only Son entitled for the Time being to the Rents and Profits or the first Estate of Inheritance in Remainder of and in the said Hereditaments, by virtue of the Limitations therein-before contained), as was or were therein-after mentioned; (that is to say,) if there should be but One such Child, and no more, the Sum of Ten thousand Pounds for the Portion of such Child, to be paid to him or her at such Age or Time and Manner as therein mentioned; and if there should be Two such Children thereby intended to be provided with Portions, and no more, then the Sum of Twenty thousand Pounds for such

such Two Children; and if there should be Three or more of such Children, then the Sum of Thirty thousand Pounds, for their Portions; such Sums of Twenty thousand Pounds or Thirty thousand Pounds, as the Case should happen, to be paid to such Children in such Parts, Shares, and Proportions, at such Age or Ages, Time or Times, and with, under, and subject to such Provisoos, Conditions, annual Payments and Limitations over (such annual Payments and Limitations over to be for the Benefit of some or One of such Children) as the said *John Lord Sherborne* at any Time or Times, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation, to be sealed and delivered in the Presence of and attested by Two or more credible Witnesses, should direct or appoint, and in default of such Direction or Appointment the same to be equally divided between or among them, Share and Share alike, the Share or Shares of such Child or Children as should be a Son or Sons to become vested in him or them respectively on his or their attaining his or their Age or respective Ages of Twenty-one Years; and the Share or Shares of such of them as should be a Daughter or Daughters to become vested in her or them respectively on her or their attaining her or their Age or Ages of Twenty-one Years, or on the Day or respective Days of her or their Marriage respectively, which should first happen, and to be paid at such Age or Ages, Time or Times as aforesaid, to such of the said Children as should attain or arrive at the same after the Decease of the Survivor of them the said *James* then Lord *Sherborne* and *John Lord Sherborne*; but as to such of them as should attain or arrive at such Age or Ages, Time or Times as aforesaid, in the Lifetime of the said *James* then Lord *Sherborne* and *John Lord Sherborne*, or of the Survivor of them, the Payment of his, her, or their Share or Shares to be postponed until the Expiration of Six Calendar Months next after the Decease of such Survivor, and then to be paid with Interest for the same after the Rate of Four Pounds for One hundred Pounds for a Year, to be computed from the Time of the Decease of such Survivor; and upon further Trust that the said *George Earl of Dartmouth* and *Thomas Anson*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should, from and after the Decease of the Survivor of them the said *James* then Lord *Sherborne* and *John Lord Sherborne*, (but subject and without Prejudice as aforesaid,) levy and raise, by and out of the Rents, Issues, and Profits of the Hereditaments and Premises comprised in the said Term of One thousand five hundred Years, for the Maintenance and Education of such Child or Children as was or were thereby intended to be provided with a Portion or Portions, in the meantime, and until his, her, or their Portion or respective Portions should become payable, such yearly Sum or Sums of Money, not exceeding the Interest of their respective Portions at the Rate of Five Pounds for One hundred Pounds for a Year, as the said *John Lord Sherborne*, by any Deed or Deeds, Instrument or Instruments in Writing, sealed and delivered in the Presence of and attested by Two or more credible Witnesses, should direct or appoint; and in default of such Direction or Appointment, then such yearly Sum or Sums of Money as the Trustees or Trustee for the Time being of the said Term of One thousand five hundred Years should think reasonable, not exceeding,

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one Year with another, the Interest of the Portion or Portions of such Child or Children respectively at the Rate of Four Pounds for One hundred Pounds for a Year, the same to be paid half-yearly at the Times therein mentioned, the first Payment thereof to be made on such of those Days as should first happen next after the Decease of the Survivor of them the said *James* then Lord *Sherborne* and *John* Lord *Sherborne*; and it was thereby declared, that it should be lawful for the said *George* Earl of *Dartmouth* and *Thomas* *Anson*, and the Survivor of them, and the Executors, Administrators, or Assigns of such Survivor, at any Time or Times after the Decease of the Survivor of the said *James* then Lord *Sherborne* and *John* Lord *Sherborne*, or in the Lifetime of them or the Survivor of them, if they or he should, by any Deed or Writing under their or his Hands and Seals or Hand and Seal, signify their or his Consent and Direction for that Purpose, to levy and raise, by the Ways and Means aforesaid, or any of them, (but subject and without Prejudice as aforesaid,) any Part of the Portion or Portions thereby provided for any such Son or Sons as aforesaid, not exceeding in the whole the Sum of One thousand Pounds for any One of them, for the preferring or advancing any such Son or Sons, notwithstanding his or their Portion or Portions should not then have become payable to or vested in him or them; and it was by the now reciting Indenture further declared, that if the said *John* Lord *Sherborne* should in his Lifetime give or advance any Sum or Sums of Money for the preferring of any of the Children of the said intended Marriage for whom Portions were thereby provided or intended, being a Son or Sons, in the World, or for advancing him or them in any Office, Profession, Business, or Employment, or if the said *John* Lord *Sherborne* should advance any of the said Children, being a Daughter or Daughters, in Marriage in his Lifetime, with any Portion or Portions whatsoever, then and in such Case (unless the said *John* Lord *Sherborne* should by some Writing under his Hand direct the contrary), if such Sum or Sums, Portion or Portions, should be equal to the Portion or Portions thereby provided or intended for such Child or Children respectively, such Sum or Sums, Portion or Portions, so given and advanced by him should in that Case be accounted in full Satisfaction of the Portion or Portions thereby provided or intended for such Child or Children so preferred or advanced respectively; but if such advanced Sum or Sums, Portion or Portions, should be less than the Portion or Portions thereby provided or intended for such Child or Children respectively, then the same should be accounted as Part of the Portion or Portions thereby provided or intended for such Child or Children so advanced; and then so much more Money only should be raised for the Portions of such Child and Children respectively, under and by virtue of the Trusts of the said Term of One thousand five hundred Years, as would make such advanced Sum or Sums, Portion or Portions, equal to the Portion or Portions thereby intended for such Child or Children so preferred or advanced respectively; and the said *John* Lord *Sherborne*, his Executors, Administrators, or Assigns, should be entitled to receive, under and by virtue of the Trusts of the said Term of One thousand five hundred Years, the Sum or Sums of Money or the Amounts thereof so to be advanced by

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Conveyance
of Rissington
Estate to
Uses of Set-
tlement,
10th and
11th July
1807.

Bargain
and Sale,
11th Feb.
1826.

Recovery,
Hilary Term,
6 & 7 G. 4.

him as aforesaid, and the same should be considered as Part of his Personal Estate, unless he should declare the contrary by some Writing under his Hand; and it was by the now-reciting Indenture declared, that when and so soon as all and singular the Trusts therein-before declared concerning the said Term of One thousand five hundred Years should be fully performed and satisfied, or should be discharged either by becoming unnecessary or incapable of taking effect or being performed, or by any other Ways or Means, and the said *George Earl of Dartmouth* and *Thomas Anson*, and each of them, their and each of their Executors, Administrators, and Assigns, should be fully reimbursed and satisfied all Costs, Charges, and Expences (if any) occasioned by or in relation to the said Trusts, then and in such Case and from thenceforth the said Term of One thousand five hundred Years of and in the Hereditaments therein comprised, or so much thereof as should not have been sold, mortgaged, or disposed of for the Purposes aforesaid, should cease, determine, and be void: And whereas the Marriage between the said *John Lord Sherborne* and the said *Mary Lady Sherborne* his Wife was duly had and solemnized shortly after the Execution of the herein-before recited Indentures: And whereas by Indentures of Lease and Release, bearing Date respectively on or about the Tenth and Eleventh Days of *July* One thousand eight hundred and seven, the Release being made or expressed to be made between the Reverend *Launcelot P'on* of *Great Rissington* in the County of *Gloucester*, Clerk, of the First Part, the Reverend *Matthew Booker* of *Alcester* in the County of *Warwick*, Clerk, of the Second Part, the said *Earl Talbot* and *Thomas Lord Andover* of the Third Part, the said *James* then *Lord Sherborne* of the Fourth Part, and the said *John Lord Sherborne* (then *John Dutton*) of the Fifth Part, divers Messuages, Farms, Lands, and Hereditaments in the now-reciting Indentures described, and situate, lying, and being in the Parish, Fields, and Precincts of *Great Rissington*, otherwise *Broad Rissington*, otherwise *Rissington Magna*, in the said County of *Gloucester*, with their Appurtenances, were conveyed to the same Uses, upon the same Trusts, and to and for the same Ends, Intents, and Purposes, and subject to the same Powers, Provisoos, Agreements, and Declarations, as were contained in the said recited Indenture of the Ninth Day of *August* One thousand eight hundred and three, or such and so many of them as were then subsisting or capable of taking effect: And whereas under and by virtue of an Indenture of Bargain and Sale, bearing Date on or about the Eleventh Day of *February* One thousand eight hundred and twenty-six, duly enrolled in the High Court of Chancery, and made or expressed to be made between the said *John Lord Sherborne* and *Mary Lady Sherborne* his Wife of the First Part, the Honourable *James Henry Legge Dutton* (therein described as the eldest Son and Heir Apparent of the said *John Lord Sherborne* by the said *Mary Lady Sherborne*) of the Second Part, *Robert Riddell Bayley* of *Basinghall Street* in the City of *London*, Gentleman, of the Third Part, and *Frederick Tremlett Spiller* of *Basinghall Street* aforesaid, Gentleman, of the Fourth Part, and of a Common Recovery duly suffered in or as of *Hilary Term* in the Sixth and Seventh Years of the Reign of His late Majesty King *George* the Fourth, in which the said *Frederick Tremlett Spiller* was Demandant, and the said *Robert Riddell*

Riddell Bayley was Tenant, and in which the said *James Henry Legge Dutton* was First Vouchee, and vouched over the said *John Lord Sherborne*, who vouched over the Common Vouchee, and of a Declaration of the Uses of the said Recovery in the said Indenture contained, the Borough, Hundred, Manors, and other Hereditaments situate in the County of *Gloucester*, and comprised in the herein-before recited Indentures of Release and Settlement of the Ninth Day of *August* One thousand eight hundred and three and the Eleventh Day of *July* One thousand eight hundred and seven (including therein the Hereditaments comprised in the said First Schedule to this Act), with their Appurtenances, were discharged from the Estate Tail of him the said *James Henry Legge Dutton* therein, and all Remainders or Reversions thereupon expectant or depending, and the same Borough, Hundred, Manors, and other Hereditaments were limited and assured to the Use of the said *John Lord Sherborne*, and his Assigns during his Life, without Impeachment of Waste, and to the Intent to corroborate and confirm the Estate for Life to which the said *John Lord Sherborne* was entitled under the said recited Indenture of Release and Settlement of the Ninth Day of *August* One thousand eight hundred and three in the said several Premises respectively, and also to corroborate and confirm all Powers and Authorities respectively annexed to such Life Estate, and to corroborate and confirm all other Uses, Estates, Trusts, Powers, and Limitations which, under or by virtue of the same Indenture, would or might take effect in the said several Premises respectively antecedently to the Estate Tail of the said *James Henry Legge Dutton* therein, and subject thereto, and from and immediately after the Decease of the said *John Lord Sherborne*, to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Declarations, and Agreements, as the said *John Lord Sherborne* and *James Henry Legge Dutton* should from Time to Time during their joint Lives, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by them sealed and delivered in the Presence of and attested by Two or more credible Witnesses, direct, limit, or appoint, and in default of such joint Direction, Limitation, or Appointment, to the Uses in the now-reciting Indenture of Bargain and Sale expressed or referred to: And whereas by Indentures of Lease and Appointment and Release, bearing Date respectively on or about the Twelfth and Thirteenth Days of *May* One thousand eight hundred and twenty-six, the Appointment and Release being made or expressed to be made between the said *John Lord Sherborne* of the First Part, the said *James Henry Legge Dutton* of the Second Part, the Right Honourable Lord *John Thynne* of *Hill Street, Berkeley Square*, in the County of *Middlesex*, and *William Hervey* of *Bradwell Grove* in the County of *Oxford*, Esquire, of the Third Part, the Right Honourable *Charles John Howard* commonly called Lord Viscount *Andover*, of *Charlton* in the County of *Wilts*, and the Honourable *George Henry Francis Moreton* of *Woodchester* in the County of *Gloucester*, of the Fourth Part, and the said *William Lord Bagot* and *Henry Legge* of the Fifth Part, the said *John Lord Sherborne* and *James Henry Legge Dutton*, in exercise of the joint Power of

Indentures of
Lease and
Appointment
and Release,
dated 12th
and 13th May
1826.

Indentures of
Lease, and
Appoint-
ment, Re-
lease, and
Assignment,
dated 12th
and 13th
May 1826.

of Appointment reserved to them by the said recited Indenture of Bargain and Sale, and the Recovery suffered in pursuance thereof, did direct, limit, and appoint, and also grant, bargain, sell, alien, release, and confirm the said Borough, Hundred, Manors, and other Hereditaments comprised in the said Indenture of Bargain and Sale, and the Recovery suffered in pursuance thereof, with their Appurtenances, to the Uses, and upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Agreements, and Declarations, as the said *John Lord Sherborne* and *James Henry Legge Dutton* should from Time to Time, during their joint Lives, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by them sealed and delivered in the Presence of and attested by Two or more credible Witnesses, direct, limit, or appoint; and in default of such Direction, Limitation, or Appointment, to the Uses in the now-reciting Indenture of Appointment and Release expressed: And whereas by Indentures of Lease, and Appointment, Release, and Assignment, respectively bearing even Date with the last herein-before recited Indentures of Lease, and Appointment, and Release, the Appointment, Release, and Assignment being made or expressed to be made between the said *John Lord Sherborne* of the First Part, the said *James Henry Legge Dutton* of the Second Part, and the said Lord *John Thynne* and *William Hervey* of the Third Part, the Manor or Lordship of *Upper Slaughter* otherwise *Over Slaughter* in the said County of *Gloucester*, and divers Messuages, Farms, Lands, and Hereditaments, partly Freehold and partly Leasehold for Lives and for Years, in the now-reciting Indentures and in the Second Schedule to this Act described, of which the said *John Lord Sherborne* and *James Henry Legge Dutton* were seised and possessed as therein mentioned, were appointed, released, and assigned respectively, as to the said Manor or Lordship, Messuages, Farms, Lands, and Hereditaments, in the now-reciting Indenture first described (being such to which the said *John Lord Sherborne* and *James Henry Legge Dutton*, or one of them, were or was entitled in Fee Simple), to, for, and upon such and the same Uses, Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Agreements, and Declarations, as were expressed and declared in and by the herein-before recited Indenture of Appointment and Release of even Date with the now-reciting Indenture of and concerning the said Manors, Lands, and Hereditaments therein comprised, yet so as not to double or increase all or any of the annual or other Sums thereby limited and charged; and as to the said Messuages, Farms, Lands, and Hereditaments secondly and thirdly described in the now-reciting Indenture of Appointment, Release, and Assignment, (being such to which the said *John Lord Sherborne* and *James Henry Legge Dutton*, or one of them, were or was entitled under certain Leases for Lives and Years,) unto the said Lord *John Thynne* and *William Hervey*, their Executors, Administrators, and Assigns, for the then Residues of the respective Estates and Terms for which the same were respectively held, upon the Trusts in the now-reciting Indenture of Release and Assignment declared, for the Payment of the Rents and Performance of the Covenants to be paid and performed in respect thereof, and for

the Renewal of such of the said Premises as were renewable, and, subject thereto, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Agreements, and Declarations, as, regard being had to the different Nature and Quality of the Premises, would best or nearest correspond with the Uses, Trusts, Intents, Purposes, Powers, Provisoos, Agreements, and Declarations in and by the herein-before recited Indenture of Appointment and Release, of even Date with the now-reciting Indenture of Appointment and Release and Assignment, limited, declared, and contained of and concerning the Manors and other Hereditaments thereby settled as aforesaid, yet so as not to double or increase all or any of the annual or other Sums thereby limited and charged, and so that the same Premises should not vest absolutely in any Tenant in Tail who should not attain the Age of Twenty-one Years: And whereas the said *John Lord Sherborne* has had Issue by the said *Mary Lady Sherborne* his Wife Six Children namely, the said *James Henry Legge Dutton* his eldest Son, and *Mary Elizabeth Dutton* (who died in her Infancy), and *John Thomas Dutton*, *Ralph Heneage Dutton*, *Elizabeth Dutton* (now *Elizabeth Countess of Ducie*, the Wife of the Right Honourable *Henry George Francis Earl of Ducie*), and *Ann Constance Dutton*, all of whom, except the said *Ralph Heneage Dutton*, have attained their respective Ages of Twenty-one Years: And whereas by an Indenture, bearing Date on or about the Twenty-first Day of *June* One thousand eight hundred and twenty-six, and made or expressed to be made between the said *John Lord Sherborne* and *James Henry Legge Dutton* of the First Part, the Right Honourable *Thomas Earl of Suffolk and Berkshire*, and the Right Honourable *Elizabeth Howard* commonly called Lady *Elizabeth Howard*, the eldest Daughter of the said Earl of *Suffolk*, of the Second Part, the said Lord *John Thynne* and *William Hervey* of the Third Part; the said *Charles John Lord Andover* and *George Henry Francis Moreton* of the Fourth Part and the said *William Lord Bagot* and *Henry Legge* of the Fifth Part, (being the Settlement made previously to and in contemplation of a Marriage then intended to be had and solemnized between the said *James Henry Legge Dutton* and the said Lady *Elizabeth Howard*;) the said *John Lord Sherborne* and *James Henry Legge Dutton*, in exercise of the Powers of Appointment reserved to them by the Two several herein-before recited Indentures of the Thirteenth Day of *May* One thousand eight hundred and twenty-six respectively, did jointly direct, limit, and appoint, that in case the said then intended Marriage between the said *James Henry Legge Dutton* and Lady *Elizabeth Howard* should take effect, then, immediately from and after the Solemnization thereof, all and singular the Manors or Lordships, Advowsons, Messuages, Farms, Lands, Tithes, Hereditaments, and Premises, comprised in the said Two several herein-before recited Indentures of the Twelfth and Thirteenth Days of *May* One thousand eight hundred and twenty-six, with their Appurtenances, should remain and be (but not so as to revoke or prejudice the Uses, Trusts, Intents, Purposes, Powers, Provisoos, Agreements, and Declarations limited, declared, and contained of and concerning the same Hereditaments and Premises in and by the said Two several herein-before recited Indentures of Release and Settlement of the Thirteenth Day

Marriage Settlement of the Honourable James Henry Legge Dutton, dated 21st June 1826.

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of *May* One thousand eight hundred and twenty-six respectively, further than was necessary to give full Force and Effect to the Uses, Trusts, Intents, and Purposes, Powers, Provisoos, Agreements, and Declarations, in the now-reciting Indenture declared and contained,) to the Uses following; (that is to say,) to the Use and Intent that the said *James Henry Legge Dutton* and his Assigns should yearly during the joint Lives of himself and the said *John Lord Sherborne* receive a yearly Rent of One thousand Pounds during the Term of Two Years, as therein mentioned, and after the Expiration of the said Term of Two Years, One annual Sum or yearly Rent of One thousand five hundred Pounds, payable quarterly, as therein mentioned, with the usual Powers of Distress and Entry upon and Perception of the Rents and Profits of the said Manors, Hereditaments, and Premises, for securing the same; and as to the said Manors, Hereditaments, and Premises therein-before limited and appointed, subject to the said annual Sum or yearly Rent of One thousand five hundred Pounds, and to the Powers and Remedies for the Recovery of the same, to the Use of the said Lord *John Thynne* and *William Hervey*, their Executors, Administrators, and Assigns, for the Term of Eighty Years, to be computed from the Day of the Solemnization of the said then intended Marriage, upon the Trusts in the now-reciting Indenture expressed, and which were for securing the due and regular Payment of the said yearly Rent-charge of One thousand five hundred Pounds; and as to the said Manors, Hereditaments, and Premises therein-before appointed, from and after the Decease of the said *James Henry Legge Dutton*, to the Use and Intent that the said Lady *Elizabeth Howard*, in case she should survive the said *James Henry Legge Dutton*, and her Assigns, should and might, from and after the Decease of the said *James Henry Legge Dutton*, receive during the Remainder of her Life for her Jointure the annual Sum or yearly Rent-charge of Two thousand Pounds, payable quarterly at the Times therein mentioned; and to the further Use and Intent that if the said Lady *Elizabeth Howard* should survive the said *John Lord Sherborne* and *Mary Lady Sherborne* his Wife, and *James Henry Legge Dutton*, and should not have married again, then the said Lady *Elizabeth Howard* and her Assigns should during her Life, or until she should marry again, receive the further yearly Rent-charge of One thousand Pounds out of the said Manors, Hereditaments, and Premises, with the usual Powers of Entry and Distress upon and Perception of the Rents and Profits of the said Manors, Hereditaments, and Premises, for securing the same Rents-charge, or such One of them as should be in arrear; and as to the said Manors, Hereditaments, and Premises, subject to the said annual Sums or yearly Rents of Two thousand Pounds and One thousand Pounds, and to the Powers and Remedies for the Recovery of the same, to the Use of the said *Charles John Viscount Andover* and *George Henry Francis Moreton*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, to commence from the Decease of the said *James Henry Legge Dutton*, upon the Trusts in the now-reciting Indenture expressed, and which were for securing the Payment of the said yearly Rents-charge of Two thousand Pounds and One thousand Pounds; and as to the said Manors, Hereditaments, and Premises,

subject to the said Rents-charge of Two thousand Pounds and One thousand Pounds, and to the Powers and Remedies for the Recovery of the same, and to the said Term of One hundred Years, and the Trusts thereof, to the Use of the said *William Lord Bagot* and *Henry Legge*, their Executors, Administrators, and Assigns, for the Term of Six hundred Years, to be computed from the Decease of the said *James Henry Legge Dutton*, without Impeachment of Waste, upon the Trusts therein-after declared concerning the same; and it was by the now-reciting Indenture declared, that the Hereditaments and Premises thereby limited to the Use of the said *William Lord Bagot* and *Henry Legge*, their Executors, Administrators, and Assigns, for the said Term of Six hundred Years, as therein-before was mentioned, were so limited upon Trust that if there should be any Child or Children of the said *James Henry Legge Dutton* by the said Lady *Elizabeth Howard* (other than or besides an eldest or only Son, who by virtue of or under the Uses or Estates limited in the Two herein-before recited Indentures of the Thirteenth Day of *May* One thousand eight hundred and twenty-six respectively, or which might be created by an Exercise of the joint Power or Powers of Appointment thereby respectively reserved to the said *John Lord Sherborne* and *James Henry Legge Dutton*, should for the Time being be entitled to the Manors, Hereditaments, and Premises settled by the same Indentures, either for an Estate for Life or in Tail, and either in Possession or in Remainder expectant on the Decease of the Survivor of them the said *John Lord Sherborne* and *James Henry Legge Dutton*,) then and in such Case the said *William Lord Bagot* and *Henry Legge*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, by demising, assigning, or otherwise disposing of the said Manors, Hereditaments, and Premises comprised in the said Term of Six hundred Years, or any of them, for all or any Part of the said Term, or by bringing Actions against the Tenants or Occupiers of the same Hereditaments and Premises, or any of them, for the Rents then in arrear, or by more than one or by all of the aforesaid Ways and Means, or by any other reasonable Ways and Means, levy and raise, for the Portion or Portions of such Child or Children (other than or besides such an eldest or only Son as aforesaid), the following Sums; (that is to say,) if there should be but One Child of the said *James Henry Legge Dutton* by the said Lady *Elizabeth Howard* his intended Wife (other than or besides an eldest or only Son so for the Time being entitled as aforesaid), the Sum of Five thousand Pounds, to be an Interest vested in such only Child at the Age or Time therein mentioned; and if there should be Two or more such Children (other than or besides an eldest or only Son so for the Time being entitled as aforesaid), then the Sum of Twenty thousand Pounds for the Portions of such Two or more Children, and to be an Interest vested in all and every, or such One or more, exclusively of the other or others of such Children, and to be paid to him, her, or them on or at such Age, Day, or Time, or Ages, Days, or Times, (not happening after Twenty-one Years from the Decease of the said *James Henry Legge Dutton*,) and if more than One in such Shares and Proportions, and charged with such annual Sums, and Limitations over, for the Benefit of the said Children,

Children, or some or One of them, with such Provisions for their respective Maintenance, Education, and Advancement, upon such Conditions, with such Restrictions, and in such Manner as the said *James Henry Legge Dutton*, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, by him signed and published in the Presence of and attested by Two or more credible Witnesses, should from Time to Time direct or appoint; and in default of any such Direction or Appointment, and so far as any such Direction or Appointment, if incomplete, should not extend, the said Sum of Twenty thousand Pounds to be divided between or amongst such Children in equal Shares, and the Share or Shares of such of them as should be a Son or Sons to be an Interest vested or Interests vested in him or them respectively on his or their attaining his or their Age or respective Ages of Twenty-one Years, and the Share or Shares of such of them as should be a Daughter or Daughters to be an Interest vested or Interests vested in her or them respectively on her or their attaining her or their Age or respective Ages of Twenty-one Years, or on the Day or respective Days of her or their Marriage under that Age, with the Consent of her or their Parent or Parents, Guardian or Guardians, and to be paid to him, her, or them respectively on or at the same Ages, Days, or Times respectively, if the same respectively should happen after the Decease of the Survivor of them the said *John Lord Sherborne* and *James Henry Legge Dutton*, but if the same should happen in the Lifetime of them or of the Survivor of them, then immediately after the Decease of such Survivor; and it was by the now-reciting Indenture declared, that if any such Child or Children, being a younger Son, should depart this Life, or become an eldest or only Son so for the Time being entitled as aforesaid, or being a Daughter should depart this Life before the Share thereby intended for him, her, or them respectively should so become vested as aforesaid, then and in such Case, as well the original Share thereby intended for every such younger Son so dying, or becoming an eldest or only Son entitled as aforesaid, and for every such Daughter so dying, as the Share or Shares which by virtue of the now-reciting Clause should have survived or accrued to him, her, or them respectively, or so much thereof respectively as should not have been previously applied for his, her, or their Preferment or Advancement in the World, by virtue or in pursuance of the Power or Authority therein-after for that Purpose contained, should from Time to Time go, accrue, and belong to the Survivors and Survivor and others and other of the said Children, and, so far as Circumstances would admit, should vest in and be paid to him, her, or them (if more than One) in equal Shares, at such Time or Times and in such Manner as was therein-before declared and expressed touching or concerning his, her, or their original Portion or Portions; and it was by the now-reciting Indenture declared, that no Child taking any Share of the said Sum of Twenty thousand Pounds, by virtue of any Appointment to be made in exercise of the Power or Authority therein-before contained, should be entitled to any Share of the unappointed Part of the said Sum of Twenty thousand Pounds, without bringing his or her appointed

appointed Share into Hotchpot, and accounting for the same accordingly, unless the said *James Henry Legge Dutton*, by any Deed or Deeds, Instrument or Instruments in Writing, so sealed, delivered, and attested as aforesaid, or by Will or Codicil or Codicils so signed, published, and attested as aforesaid, should direct the contrary; and it was by the now-reciting Indenture further declared, that it should be lawful for the said *William Lord Bagot* and *Henry Legge*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, at any Time or Times after the Decease of the said *James Henry Legge Dutton*, with and out of the yearly Rents and Profits of the said Hereditaments and Premises comprised in the said Term of Six hundred Years, to levy and raise, and to pay and apply for the Maintenance and Education of the Child or Children for the Time being of the said *James Henry Legge Dutton* by the said *Lady Elizabeth Howard* his then intended Wife, for whom a Portion or Portions was or were intended to be thereby provided as aforesaid, in the meantime and until his, her, or their Portion or respective Portions should become payable, such yearly Sum or Sums of Money as they or he should think proper, not exceeding in any One Year what the Interest of the then presumptive Portion or Portions of such Child or Children respectively, under the Trusts of the said Term of Six hundred Years, would amount to after the Rate of Four Pounds for every One hundred Pounds by the Year; provided also, that it should be lawful for the said *William Lord Bagot* and *Henry Legge*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, during the joint Lives of the said *John Lord Sherborne* and *James Henry Legge Dutton*, or the Life of the Survivor of them, with their or his Consent and Approbation in Writing, and after the Decease of such Survivor then at the Discretion and of the proper Authority of the said *William Lord Bagot* and *Henry Legge*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, to levy and raise, by the Ways and Means aforesaid, or any of them, and to apply for the Advancement or Preferment in the World or otherwise for the Benefit of any Child or Children of the said *James Henry Legge Dutton* by the said *Lady Elizabeth Howard* (other than and except an eldest or only Son for the Time being entitled as aforesaid), any Sum or Sums of Money not exceeding in the whole One Moiety or equal Half Part of the then vested or then presumptive Portion or Portions of such Child or Children respectively, and the same should be considered and taken in part of the said Portion or Fortune provided or intended to be provided for such Child or Children as aforesaid; and it was thereby agreed and declared, that when the Trusts therein-before declared of and concerning the said Term of Six hundred Years should be fully performed and satisfied, or should become unnecessary or incapable of taking effect, and all Costs, Charges, and Expences (if any) attending the same should be fully paid off and discharged, then and in such Case, and immediately thereupon, the said Term of Six hundred Years should (subject and without Prejudice to any Disposition which should have been made of the Premises comprised therein, or any of them, for the Purposes aforesaid,) absolutely cease, determine, and be void; and it was by the now-reciting Indenture further witnessed, that in

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exercise

exercise of the Power or Authority given to them. the said *John Lord Sherborne* and *James Henry Legge Dutton* by the said secondly herein-before recited Indenture of the Thirteenth Day of *May* One thousand eight hundred and twenty-six, they the said *John Lord Sherborne* and *James Henry Legge Dutton* did jointly direct and appoint, that from and after the Solemnization of the said then intended Marriage between the said *James Henry Legge Dutton* and *Lady Elizabeth Howard* the said *Lord John Thynne* and *William Hervey*, their Executors, Administrators, and Assigns, should stand possessed of the Messuages, Lands, and Hereditaments secondly and thirdly described in and respectively released and assigned by the said lastly herein-before recited Indenture of the Thirteenth Day of *May* One thousand eight hundred and twenty-six, with their Appurtenances, for the respective Residues which should be then unexpired of the several Estates and Terms for which the same should then be respectively held, and for all such other Estates and Interests as might be granted by any renewed Lease or Leases of the same Premises or any of them, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Agreements, and Declarations, as, regard being had to the Difference in the Nature and Quality of the Premises, would correspond, or best and most nearly correspond, with the Uses, Trusts, Intents, Purposes, Powers, Provisoos, Agreements, and Declarations by the now-reciting Indenture limited, declared, and contained of and concerning the Manors, Hereditaments, and Premises therein-before limited and appointed, but so as not to double or in any way increase any of the annual or other Sums therein-before limited and charged, and so as not to revoke or prejudice the Trusts, Intents, and Purposes, Powers, Provisoos, Agreements, and Declarations, in and by the said last-mentioned Indenture of Settlement of the Thirteenth Day of *May* One thousand eight hundred and twenty-six declared and contained or referred to of and concerning the said Messuages, Lands, and Hereditaments, further than was necessary to give full Force and Effect to the Trusts, Intents, and Purposes, Powers, Provisoos, Agreements, and Declarations, therein-before declared and contained or referred to of and concerning the same: And whereas the Marriage between the said *James Henry Legge Dutton* and *Lady Elizabeth Howard* was duly had and solemnized shortly after the Execution of the last-mentioned Indenture of Settlement: And whereas the said *James Henry Legge Dutton* has had Issue by the said *Lady Elizabeth* his Wife Nine Children, namely, *Elizabeth Esther Dutton* and *Henry James Edward Dutton*, who respectively died in their Infancy, and *John William Dutton*, *Edward Lenoæ Dutton*, *Julia Henrietta Dutton*, *Emily Isabella Constance Dutton*, *Mary Laura Dutton*, *James Dutton*, and *Frederick George Dutton*, who are now living, and are respectively Infants under the Age of Twenty-one Years: And whereas by an Indenture bearing Date on or about the Twenty-eighth Day of *June* One thousand eight hundred and twenty-six, and made or expressed to be made between the Right Honourable *Thomas* then *Lord Ducie*, *Baron Ducie*, of the First Part, the said *Henry George Francis Moreton*, now the Right Honourable *Henry George Francis* Earl of *Ducie*, (therein described as the then eldest Son of the said *Thomas Lord Ducie*,) of the

Marriage Settlement of
Lady Ducie,
dated 28th
June 1826.

the Second Part, the said *John Lord Sherborne* of the Third Part, the said *Elizabeth Dutton* (therein described as One of the Daughters of the said *John Lord Sherborne*) of the Fourth Part, and the said *James Henry Legge Dutton*, *William Hervey*, the Honourable *Augustus Henry Moreton* of *Woodchester Park* in the said County of *Gloucester*, and *James Haughton Langston* of *Sarsden House* in the said County of *Gloucester*, Esquire, of the Fifth Part, (being the Settlement made previously to and in contemplation of the Marriage then intended to be had and solemnized between the said *Henry George Francis Moreton* now Earl of *Ducie* and the said *Elizabeth Dutton*;) the said *John Lord Sherborne* covenanted with the said *James Henry Legge Dutton*, *William Hervey*, *Augustus Henry Moreton*, and *James Haughton Langston*, their Executors, Administrators, and Assigns, that in case the said then intended Marriage should be solemnized he the said *John Lord Sherborne*, his Heirs, Executors, or Administrators, would, within Six Calendar Months next after the Solemnization thereof, pay unto the said *James Henry Legge Dutton*, *William Hervey*, *Augustus Henry Moreton*, and *James Haughton Langston*, their Executors, Administrators, or Assigns, the Sum of Fifteen thousand Pounds, with Interest after the Rate therein mentioned; and it was declared that the said Trustees should stand possessed of the said Sum of Fifteen thousand Pounds upon the Trusts therein expressed in favour or for the Benefit of the said *Henry George Francis Moreton* and the said *Elizabeth Dutton* his intended Wife, and their Issue; and by the now-reciting Indenture the said *Henry George Francis Moreton* now Earl of *Ducie*, with the Privity of the said *Elizabeth Dutton*, covenanted with the said *John Lord Sherborne*, that in case the said then intended Marriage should be solemnized the said *Henry George Francis* Earl of *Ducie* and *Elizabeth* his intended Wife would at any Time, after Payment of the said Sum of Fifteen thousand Pounds and the Interest thereof, upon the Request and at the Costs of the said *John Lord Sherborne*, his Heirs, Executors, or Administrators, release the said *John Lord Sherborne*, his Executors and Administrators, and all Manors and Hereditaments wherein he had then any Estate or Interest whatsoever, from all Portions and Sums of Money to which the said *Elizabeth Dutton* was then entitled, either immediately or in expectancy, under any Settlement or Settlements executed on the Marriage of the said *John Lord Sherborne*, and all Claims and Demands on account of the same: And whereas the Marriage between the said *Henry George Francis Moreton* (now Earl of *Ducie*) and *Elizabeth Dutton* was duly had and solemnized shortly after the Execution of the last-mentioned Indenture of Settlement: And whereas the Sum of Fifteen thousand Pounds, by the said recited Indenture of Settlement of the Twenty-eighth Day of *June* One thousand eight hundred and twenty-six covenanted to be paid, was duly paid by the said *John Lord Sherborne* to the Trustees of the said Settlement: And whereas by Indentures of Lease and Appointment and Release, respectively bearing Date on or about the Twenty-fifth and Twenty-sixth Days of *June* One thousand eight hundred and thirty, and respectively made or expressed to be made between the said *John Lord Sherborne* of the one Part, and the said

Indentures
dated 25th
and 26th
June 1830,
Conveyance
of Manor of
Bibury to
Lord

Uses of Settlement of 21st June 1826 and first-stated Indenture of 13th May 1826.

Lord *John Thynne* and *William Hervey* of the other Part, the said *John Lord Sherborne* did direct, limit, and appoint, and also grant, bargain, sell, alien, release, and confirm, the Manor or Lordship, Manors or Lordships of *Bibury*, *Bibury Northumberland*, and *Bibury Osney*, in the said County of *Gloucester*, with the Courts Leet, Courts Baron, View of Frankpledge, Customary Courts, and all other Courts, Rights, Privileges, and Appurtenances to the same belonging, and also the exclusive Fishery in the River running through the Parishes or Places of *Bibury* and *Arlington*, so far as the Right of the said *John Lord Sherborne* extended; and also the Right or Privilege of free Warren in, over, and upon all and every the Lands of the said *John Lord Sherborne* within the Parish or Places of *Bibury* and *Arlington*, and in, over, and upon any other Lands and Hereditaments in the said County of *Gloucester*; and also the Rectory or Parsonage Improprate of *Bibury* aforesaid, called *Bibury Osney*, and the Spiritual Court to the same belonging, called *Bibury Peculiar*; and also the Advowson, Donation, Right of Patronage and Presentation of and in the Vicarage of *Bibury* aforesaid; and also all other Courts and other Jurisdictions, Spiritual and Temporal, to the said Manors and Rectory belonging; and also the Capital Messuage or Mansion House of *Bibury*, with the Offices, Stables, Barns, and other Buildings, Courts, Yards, Gardens, Pleasure Grounds, Shrubbery, and Premises thereunto belonging; and also the several Farms, Houses, Messuages, Cottages, Barns, Yards, Gardens, and Pieces or Parcels of Arable, Meadow, Pasture, and Wood Land mentioned and described in the Schedule to the now-reciting Indenture; and also the Tithes and Tenths of Wool and Lamb to be yearly arising, renewing, and increasing out, upon, from, or in respect of the said several Pieces or Parcels of Land in the said Schedule particularly mentioned and described, and intended to be by the now-reciting Indenture appointed and released or otherwise assured, with their Appurtenances, to, for, and upon such and the same Uses, Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Agreements, and Declarations, as were limited, expressed, and declared in and by the herein-before recited Indenture of Release and Settlement of the Twenty-first Day of *June* One thousand eight hundred and twenty-six of and concerning the Borough, Hundred, Manors, and Hereditaments therein comprised; and, subject thereto, and without Prejudice to the Uses, Trusts, Intents, and Purposes declared in and by the said last-mentioned Indenture, to, for, and upon such and the same Uses, Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Agreements, and Declarations, as were limited, expressed, and declared in and by the first herein-before recited Indenture of Release and Settlement of the Thirteenth Day of *May* One thousand eight hundred and twenty-six, or such and so many of them as were then in being and capable of taking effect, of and concerning the said last-mentioned Hereditaments and Premises, yet so as not to double or increase all or any of the annual or other Sums limited or charged by the said last-mentioned Indentures respectively, or either of them; and it was by the now-reciting Indenture declared, that it should be lawful for the said *John Lord Sherborne*, during his Life, by any
Deed

Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by him duly executed and attested, to subject and charge all or any of the aforesaid Manors or Lordships, Messuages or Tenements, Lands and Hereditaments, thereby appointed and released, with the Payment of any Sum or Sums of Money not exceeding altogether the Sum of Twenty thousand Pounds, for his own absolute Use and Benefit, with lawful Interest for the same; and for raising the Sum or Sums of Money which should be so charged, and the Interest thereof, by the same or any other Deed or Deeds, to be duly executed, to limit or appoint the Hereditaments so to be charged, or any Part thereof, to any Person or Persons, for any Term or Terms of Years, either for securing the Sum or Sums which should be so raised, and the Interest thereof, by way of Mortgage, or in Trust to raise the same by Sale or Mortgage of the said last-mentioned Hereditaments or any of them: And whereas by Indentures of Lease and Appointment and Release, also bearing Date respectively on or about the Twenty-fifth and Twenty-sixth Days of *June* One thousand eight hundred and thirty, the Appointment and Release being made or expressed to be made between the said *John Lord Sherborne* and *Mary Lady Sherborne* his Wife of the First Part, the said *James Henry Legge Dutton* and Lady *Elizabeth* his Wife of the Second Part, the said *William Lord Bagot* and *Henry Legge* of the Third Part, *Jane Master* of *Cirencester* in the County of *Gloucester*, Spinster, of the Fourth Part, the Right Honourable *Anne Margaret* Viscountess Dowager *Anson*, *Thomas William Coke* of *Holkham* in the County of *Norfolk*, Esquire, and Sir *George Anson* Knight Commander of the Bath, of the Fifth Part, the said Lord *John Thynne* and *William Hervecy* of the Sixth Part, the said *Charles John Howard* Viscount *Andover* and *George Henry Francis Moreton* of the Seventh Part, and *Thomas Richards* of *Cirencester* in the said County of *Gloucester*, Gentleman, of the Eighth Part, after reciting the hereinbefore recited Indentures of the Eighth and Ninth Days of *August* One thousand eight hundred and three and the Tenth and Eleventh Days of *July* One thousand eight hundred and seven; and reciting that the said *Thomas Master* survived the said *Thomas Birt*, his Co-Trustee of the said Term of One thousand Years, and departed this Life in or about the Month of *May* One thousand eight hundred and twenty-three, having by his Will, dated the Fourteenth Day of *August* One thousand eight hundred and nineteen, and which was afterwards duly proved in the Prerogative Court of *Canterbury*, appointed his Daughter the said *Jane Master* Spinster sole Executrix, in whom the Remainder of the said Term of One thousand Years so provided as aforesaid for raising Portions for the Daughters of the said *James* late Lord *Sherborne* deceased was then vested; and reciting that the said *James* late Lord *Sherborne* had Issue Three Daughters, namely, *Elizabeth Jane Dutton*, who intermarried with the Earl of *Suffolk* and *Berkshire*, *Frances Mary Dutton*, who intermarried with *John Prince Bariatinski*, both since deceased, and *Ann Margaret Dutton*, all of whom, except the said *Frances Mary* Princess *Bariatinski*, had received their Portions; and reciting that the said *George* Earl of *Dartmouth* departed this Life, leaving his Co-Trustee, the said *Thomas* afterwards Viscount *Anson*, him surviving; and reciting that the said Viscount *Anson* departed this Life in or about the

Conveyance
of Manor of
Cheltenham
to Lord
Sherborne in
Fee, dated
25th and
26th June
1830.

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Month

Month of *July* One thousand eight hundred and eighteen, having by his Will, dated the Twentieth Day of *June* One thousand eight hundred and sixteen, appointed the said *Anne Margaret Viscountess Anson, Thomas William Coke, Sir George Anson, and Charles Anson* (since deceased) Executors thereof, who proved the same in the Prerogative Court of *Canterbury*, by means whereof the Remainder of the said Term of One thousand five hundred Years so provided as aforesaid for raising Portions for the younger Children of the said Marriage of the said *John Lord Sherborne* and *Mary* then Lady *Sherborne* was then vested in the said *Anne Margaret Viscountess Dowager Anson, Thomas William Coke, and Sir George Anson*; and reciting the herein-before recited Indenture of the Eleventh Day of *February* One thousand eight hundred and twenty-six, and the Recovery suffered in pursuance thereof; and reciting the Two several herein-before recited Indentures of the Twelfth and Thirteenth Days of *May* One thousand eight hundred and twenty-six; and reciting the herein-before recited Indenture of the Twenty-first Day of *June* One thousand eight hundred and twenty-six; and reciting the last herein-before recited Indentures; and reciting that the said *John Lord Sherborne* and *James Henry Legge Dutton*, being desirous of having all, every, and singular the aforesaid Hereditaments and Premises of *Cheltenham, Rissington, and Slaughter*, and therein-after particularly described, and intended to be thereby appointed and released or otherwise assured, and their Rights, Members, and Appurtenances respectively, assured and limited to the Uses, Intents, and Purposes and in manner therein-after mentioned, absolutely and for ever freed and discharged of and from all and singular the Uses, Trusts, Intents, and Purposes declared of and concerning the same Hereditaments or any of them in and by the said Three several before-recited Indentures of Settlement of the Thirteenth Day of *May* One thousand eight hundred and twenty-six, the Thirteenth Day of *May* One thousand eight hundred and twenty-six, and the Twenty-first Day of *June* One thousand eight hundred and twenty-six, and of every and each of them, and also of and from all Charges and Incumbrances whatsoever in anywise affecting the same Hereditaments or any of them, or any Part or Parts thereof, had applied to and requested the said *William Lord Bagot* and *Henry Legge* (who were the Trustees of the said several Terms of Ninety-nine Years and Six hundred Years), and the said *Jane Master* (in whom, as Executrix of the said *Thomas Master* deceased, the said Term of One thousand Years was therein stated to be vested), and the said *Anne Margaret Viscountess Dowager Anson, Thomas William Coke, and Sir George Anson*, in whom the said Term of One thousand five hundred Years was then vested as surviving Executrix and Executors of the said *Thomas* afterwards Viscount *Anson* (who was the surviving Trustee of the said Term of One thousand five hundred Years), and the said Lord *John Thynne* and *William Hervey* (Trustees of the said Term of Eighty Years), and the said *Charles John Viscount Andover* and *George Henry Francis Moreton*, Trustees of the said Term of One hundred Years, to surrender all the said Terms, so far only as they respectively affected the Hereditaments and Premises of *Cheltenham, Rissington, and Slaughter* aforesaid, and therein-after particularly described, and thereby appointed and released or otherwise assured, or any of them, or any Part or Parts thereof,

which they had agreed to do, being well satisfied, not only that the remaining Manors, Messuages, Lands, and Hereditaments situate in the said County of *Gloucester*, and comprised in the said Terms respectively, were amply sufficient for the Performance and Execution of all the Trusts of the said Terms respectively, but that the Manors, Messuages, Farms, Lands, Tenements, and Hereditaments situated at *Bibury* aforesaid, and conveyed or intended to be conveyed by the said *John Lord Sherborne* by the said last herein-before recited Indentures of Lease and Release, the Release bearing even Date with the now-reciting Indenture of Release, to the said Lord *John Thynne* and *William Hervey*, upon the Trusts aforesaid, were of greater Value than the Hereditaments situate at *Cheltenham*, *Rissington*, and *Slaughter* aforesaid, therein-after particularly described, and thereby appointed and released or otherwise assured, and that therefore they the said several Trustees would in no respect prejudice their Cestuisque Trust by concurring with the said *John Lord Sherborne* and *James Henry Legge Dutton* in the now-reciting Indenture; it was by the now-reciting Indenture of Appointment and Release witnessed, that in pursuance and part Performance of the said Agreement the said *John Lord Sherborne* and *James Henry Legge Dutton*, in exercise of the Power reserved to them by the first herein-before recited Indenture of Release of the Thirteenth Day of *May* One thousand eight hundred and twenty-six, did direct, limit, and appoint that all and every the Hereditaments and Premises of *Cheltenham*, *Rissington*, and *Slaughter*, therein-after particularly described, and intended to be thereby released, with their Appurtenances, should go, remain, and be to the Uses, Intents, and Purposes therein-after declared concerning the same; and it was further witnessed, that in pursuance and further Performance of the said Agreement, and for the nominal Consideration therein expressed, they the said *William Lord Bagot* and *Henry Legge*, in respect of the said Term of Ninety-nine Years, with the Consent and Approbation of the said *Mary Lady Sherborne*, and the said *Jane Master*, in respect of the said Term of One thousand Years, and the said *Anne Margaret Viscountess Dowager Anson*, *Thomas William Coke*, and *Sir George Anson*, in respect of the said Term of One thousand five hundred Years; and the said Lord *John Thynne* and *William Hervey*, in respect of the said Term of Eighty Years, and the said *Charles John Viscount Andover* and *George Henry Francis Moreton*, in respect of the said Term of One hundred Years, with the Consent and Approbation of the said *Elizabeth Dutton*, and the said *William Lord Bagot* and *Henry Legge*, in respect of the said Term of Six hundred Years, at the Request and by the Direction of the said *John Lord Sherborne* and *James Henry Legge Dutton*, did bargain, sell, assign, surrender, and yield up, and the said *John Lord Sherborne* and *James Henry Legge Dutton* did grant, bargain, sell, alien, release, and confirm, unto the said *Thomas Richards* and his Heirs, all that the aforesaid Borough, Hundred, and Manor or reputed Manor of *Cheltenham*, with the Rights, Members, and appurtenances thereunto belonging, and also all Houses, Edifices, Buildings, Lands, Tenements, and Hereditaments whatsoever within the said Borough, Hundred, and Manor of *Cheltenham*, and then the Property of the said *John Lord Sherborne* and *James Henry Legge Dutton*,

Dutton, or either of them, and also all those the aforesaid Messuages, Lands, Tenements, and Hereditaments whatsoever of them the said *John Lord Sherborne* and *James Henry Legge Dutton*, or either of them, situate, lying, and being in the said Parish of *Great Rissington*, otherwise *Broad Rissington*, otherwise *Rissington Magna*, or in the Fields and Precincts thereof, and also all that the aforesaid Manor or Lordship of *Upper Slaughter* otherwise *Over Slaughter*, in the said County of *Gloucester*, with the Rights, Members, and Appurtenances thereof, together with all Lands, Tenements, and Hereditaments thereunto belonging, and all other the Lands, Tenements, and Hereditaments whatsoever of them the said *John Lord Sherborne* and *James Henry Legge Dutton*, or either of them, situate, lying, and being in the Parish of *Upper Slaughter* otherwise *Over Slaughter*, in the said County of *Gloucester*, with their Appurtenances, to hold the same unto the said *Thomas Richards* and his Heirs, to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Agreements, and Declarations, as the said *John Lord Sherborne*, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by him duly sealed and delivered, should from Time to Time direct, limit, or appoint, and in default of and until such Direction, Limitation, or Appointment, and so far as any such Direction, Limitation, or Appointment, if incomplete, should not extend, to the Use of the said *John Lord Sherborne*, and his Assigns during his Life, with a Limitation to the Use of the said *Thomas Richards*, his Executors, Administrators, and Assigns, during the Life of and in Trust for the said *John Lord Sherborne* and his Assigns, with Remainder to the Use of the Heirs and Assigns of the said *John Lord Sherborne* for ever; and by the now-reciting Indenture the said *John Lord Sherborne*, for himself and the said *Mary Lady Sherborne* his Wife, and the said *James Henry Legge Dutton*, for himself and the said *Elizabeth* his Wife, covenanted with the said *Thomas Richards*, that they the said *John Lord Sherborne* and *Mary Lady Sherborne* his Wife, and *James Henry Legge Dutton* and *Elizabeth* his Wife, would acknowledge and levy, before His Majesty's Justices of the Court of Common Pleas at *Westminster*, a Fine *Surcognizance de droit come ceo, et cetera*, with Proclamations of the said Hereditaments and Premises, and which said Fine it was thereby declared should enure to the Uses, Intents, and Purposes by the now-reciting Indenture expressed and declared concerning the same; And whereas the Fine by the said lastly-recited Indenture covenanted to be levied as aforesaid was duly levied by the said *John Lord Sherborne* and *Mary Lady Sherborne* his Wife, and the said *James Henry Legge Dutton* and *Elizabeth* his Wife, in or as of *Easter Term* in the Year One thousand eight hundred and thirty: And whereas by an Indenture of Appointment bearing Date on or about the Twenty-fifth Day of *March* One thousand eight hundred and thirty-two, and made or expressed to be made between the said *John Lord Sherborne* of the one Part, and *Henry Sanford*, then late of *Walford* in the County of *Somerset*, but then of *Albany* in the County of *Middlesex*, Esquire, and *William Henry Rowland Irby*, then late of *Charles Street*, but then of *South Street Grosvenor Square*, in the said County of *Middlesex*, Esquire, of the other Part, the said

John

Mortgage of
Manor of
Bibury for
20,000*l.*,
dated 25th
March 1832.

John Lord Sherborne, in exercise and execution of the Power in that Behalf contained in the said first herein-before recited Indenture of the Twenty-sixth Day of *June* One thousand eight hundred and thirty, did subject and charge the Manors or Lordships, Messuages or Tenements, Lands and Hereditaments comprised in and conveyed by the said first herein-before recited Indenture of the Twenty-sixth Day of *June* One thousand eight hundred and thirty with the Payment of the Sum of Twenty thousand Pounds for his own absolute Use and Benefit, and lawful Interest for the same, and in further Execution of the said Power did limit and appoint to the said *Henry Sanford* and *William Henry Rowland Irby*, their Executors, Administrators, and Assigns, the same Manors or Lordships, Messuages or Tenements, Lands and Hereditaments, for the Term of One thousand Years from the Day next before the Day of the Date of the now-reciting Indenture, subject to Redemption on Payment of the said Sum of Twenty thousand Pounds, and the Interest thereof, as therein mentioned: And whereas by an Indenture bearing Date on or about the Ninth Day of *July* One thousand eight hundred and thirty-six, and made or expressed to be made between the said *John Lord Sherborne* of the First Part, the said *John Thomas Dutton* (in the now-reciting Indenture called *John Dutton*), therein described as the Second Son of the said *John Lord Sherborne*, of the Second Part, the Honourable *Thomas Parker* of *Ensham Hall* in the County of *Oxford*, and *Lavinia Agnes Parker* Spinster, of the Third Part, the Right Honourable *George Earl of Macclesfield* of the Fourth Part, the Right Honourable *Thomas Earl of Haddington* and *Thomas Augustus Wolstenholme Parker* of *Ensham Hall* aforesaid, Esquire, of the Fifth Part, and the said *James Henry Legge Dutton* (therein called *James Dutton*) and *William Hervey* of the Sixth Part, (being the Settlement made previously to and in contemplation of a Marriage then intended to be had and solemnized between the said *John Thomas Dutton* and *Lavinia Agnes Parker*;) the said *John Lord Sherborne* covenanted, that in case the said intended Marriage should be had and solemnized, he, his Heirs, Executors, Administrators, or Assigns, would pay to the said *John Thomas Dutton* or his Assigns, during the joint Lives of the said *John Lord Sherborne* and *John Thomas Dutton*, the annual Sum of One thousand Pounds, at the Times and in Manner therein mentioned, and also that he the said *John Lord Sherborne*, his Heirs, Executors, Administrators, or Assigns, would, within Six Months after the Decease of such one of them the said *John Lord Sherborne* and *John Thomas Dutton* as should first depart this Life, pay unto the said *Thomas Earl of Haddington*, *Thomas Augustus Wolstenholme Parker*, *James Henry Legge Dutton*, and *William Hervey*, their Executors, Administrators, or Assigns, the Sum of Twenty thousand Pounds, with Interest for the same at the Rate of Five Pounds *per Centum per Annum*, and it was thereby declared, that the Trustees should stand possessed of the said Sum of Twenty thousand Pounds, and the Interest, upon the Trust in the now-reciting Indenture expressed, in favour or for the Benefit of the said *John Thomas Dutton* and *Lavinia Agnes Parker*, and their Issue; and it was by the now-reciting Indenture further declared, that if the said *John Lord Sherborne* should

Marriage Settlement of the Honourable John Thomas Dutton, dated 9th July 1836.

[Private.]

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by

by Deed or Will, or both, settle any Real or Personal Estate, or both, which should produce an annual Income of not less than Two thousand Pounds, so and in such Manner as that a Life Interest therein should be limited to the said *John Thomas Dutton*, if living, for his Life, and that an annual Sum of One thousand Pounds should be payable thereout, from and after the Decease of the said *John Thomas Dutton*, to the said *Lavinia Agnes Parker*, in case she should survive him, for her Life, and that the Inheritance or absolute Interest in such Real or Personal Estate, or both, so to be settled as aforesaid, should be disposed of in favour of the Child or Children of the said *John Thomas Dutton* by the said *Lavinia Agnes Parker*, or some of such Children, then and in such Case the Covenants of the said *John Lord Sherborne* for the Benefit of the said *John Thomas Dutton* and *Lavinia Agnes Parker* and their Issue should be void, and the said Sum of Twenty thousand Pounds, if paid, and the Stocks, Funds, and Securities in which the same should be invested, should be in Trust for the said *John Lord Sherborne*, his Executors, Administrators, and Assigns: And whereas the Marriage between the said *John Thomas Dutton* and *Lavinia Agnes Parker* was duly had and solemnized shortly after the Execution of the last-mentioned Indenture of Settlement: And whereas such of the Manors and other Hereditaments comprised in the herein-before recited Indentures of Settlement bearing Date respectively the Ninth Day of *August* One thousand eight hundred and three and the Twenty-first Day of *June* One thousand eight hundred and twenty-six as were not conveyed to the said *John Lord Sherborne* by the said recited Indentures of the Twenty-fifth and Twenty-sixth Days of *June* One thousand eight hundred and thirty are of very considerable Value, and the Manor and Estate of *Bibury*, conveyed by the said *John Lord Sherborne* by the said first herein-before recited Indentures of the Twenty-fifth and Twenty-sixth Days of *June* One thousand eight hundred and thirty to the Uses therein expressed greatly exceed in Value the Borough, Manor, and Hereditaments conveyed to the said *John Lord Sherborne* by the said secondly herein-before recited Indentures of those Dates, and therefore so much of the said Portion and Interest and Maintenance Monies secured by the said Term of One thousand five hundred Years created by the said recited Indenture of the Ninth Day of *August* One thousand eight hundred and three as now remains charged upon the Hereditaments comprised in the said Term, and the Portion and Maintenance Monies secured for the younger Children of the said *James Henry Legge Dutton* by the said *Lady Elizabeth* his Wife, by the said Term of Six hundred Years, created by the said Indenture of Settlement of the Twenty-first Day of *June* One thousand eight hundred and twenty-six, are amply secured upon or out of the Estates which still remain charged therewith: And whereas the said *John Lord Sherborne* has entered into a Contract for Sale of the said Borough and Manor of *Cheltenham* and other of the Hereditaments so conveyed to him by the secondly herein-before recited Indenture of the Twenty-sixth Day of *June* One thousand eight hundred and thirty, as aforesaid; but inasmuch as the said Borough, Manor, and other Hereditaments were not by the last-mentioned Indenture effectually discharged from the Portion Monies secured to

the younger Children of the said *John Lord Sherborne* by the said Indenture of Settlement of the Ninth Day of *August* One thousand eight hundred and three, or from the Portion Monies secured to the younger Children of the said *James Henry Legge Dutton* by the said Lady *Elizabeth* his Wife by the said recited Indenture of Settlement of the Twenty-first Day of *June* One thousand eight hundred and twenty-six, or the said Terms of One thousand five hundred Years and Six hundred Years respectively, created by the same Indentures of Settlement for raising the same; and inasmuch as the said Manor and other Hereditaments cannot, by reason of the Infancy of the youngest Son of the said *John Lord Sherborne*, and of the Possibility of his having other Issue by the said *Mary Lady Sherborne* his Wife, and by reason of the Infancy of the present younger Children of the said *James Henry Legge Dutton* by the said Lady *Elizabeth* his Wife, and of the Probability of his having other Children by her, be effectually discharged from the said Portion, Maintenance, and Interest Monies, and the said several Terms created for securing the same, the said *John Lord Sherborne* is unable to make a marketable Title to the said Borough, Manor, and other Hereditaments so contracted to be sold by him as aforesaid, without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *John Lord Sherborne* (on behalf of himself and the said *Ralph Heneage Dutton* his infant Son, and all and every his future born Children and Child), and the said *James Henry Legge Dutton* (on behalf of himself and the said *John William Dutton, Edward Lenox Dutton, Julia Henrietta Dutton, Emily Isabella Constance Dutton, Mary Laura Dutton, James Dutton, and Frederick George Dutton*, his infant Children, and all and every his future born Children and Child), do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and immediately after the passing of this Act all that the said Borough, Hundred, and Manor or reputed Manor of *Cheltenham* in the said County of *Gloucester*, with the Rights, Members, and Appurtenances thereto belonging, and all Houses, Edifices, Buildings, Lands, Tenements, and Hereditaments whatsoever within the said Borough, Hundred, and Manor of *Cheltenham*, and also all that the said Manor or Lordship of *Upper Slaughter* otherwise *Over Slaughter*, in the same County, and also all those the said Messuages, Farms, Lands, Tenements, and Hereditaments situate, lying, and being in the said Parish of *Upper Slaughter* otherwise *Over Slaughter*, in the said County of *Gloucester*, and all and singular other the Hereditaments and Premises comprised in the First and Second Schedules to this Act, and by the secondly herein-before recited Indentures of the Twenty-fifth and Twenty-sixth Days of *June* One thousand eight hundred and thirty conveyed to the Uses therein expressed, in favour or for the Benefit of the said *John Lord Sherborne*, his Appointees, Heirs, and Assigns, or intended so to be, and all the Rights, Members, and Appurtenances thereof respectively, shall be and the same are hereby absolutely freed, acquitted, exonerated, and

Estates in First and Second Schedules discharged from Portion Money secured for the younger Children of Lord Sherborne, and from Portion, &c. secured for the younger Children of the Honourable J. H. Legge Dutton, and from the Trusts created for raising same.

and discharged of and from the said Sum of Thirty thousand Pounds Portion Money secured for the younger Children of the said *John Lord Sherborne* by the said recited Indenture of Settlement of the Ninth Day of *August* One thousand eight hundred and three, and all Maintenance and Interest Monies due and payable or to become due and payable for or in respect of the same, or any Part thereof, and from the Portion and Maintenance and Interest Monies secured for and made payable to the younger Children or Child of the said *James Henry Legge Dutton* and Lady *Elizabeth* his Wife, by the said recited Indenture of Settlement of the Twenty-first Day of *June* One thousand eight hundred and twenty-six; and from the Trusts of the said several Terms of One thousand five hundred Years and Six hundred Years created for raising and securing the same respectively, and that the said Terms of One thousand five hundred Years and Six hundred Years, so far as the same relate to the said Borough, Manors, Messuages, Lands, Hereditaments, and Premises comprised in the said Two several Schedules to this Act, shall absolutely cease and determine and be hereby extinguished.

Act not to discharge any other Hereditaments than those expressly discharged.

II. Provided always, and be it enacted, That nothing in this Act contained shall exonerate or discharge from the Portions, and Terms for raising the same, as aforesaid, any Hereditaments charged therewith and affected thereby, other than such as are hereby discharged as aforesaid, but that the same Charges shall continue and be subsisting Charges on the Hereditaments not so discharged, and the Terms of Years therein, and the Trusts for raising the same Charges shall subsist and be in full Force in such and the same Manner as if this present Act had not been passed.

General Saving.

III. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *John Thomas Dutton*, *Ralph Heneage Dutton*, *Henry George Francis* Earl of *Ducie* and *Elizabeth* Countess of *Ducie* his Wife, and *Ann Constance Dutton*, and all and every the future born Children and Child of the said *John Lord Sherborne*, and all and every Persons and Person claiming by, from, through, under, or in Trust for them or any of them, and the said *John William Dutton*, *Edward Lenox Dutton*, *Julia Henrietta Dutton*, *Emily Isabella Constance Dutton*, *Mary Laura Dutton*, *James Dutton*, and *Frederick George Dutton*, the infant Children of the said *James Henry Legge Dutton* and Lady *Elizabeth* his Wife, and all and every the future born Children and Child of the said *James Henry Legge Dutton* and Lady *Elizabeth* his Wife, and the said *John Lord Sherborne* and *James Henry Legge Dutton*, and the Trustees of the said several Terms of One thousand five hundred Years and Six hundred Years, their respective Executors, Administrators, and Assigns, and all and every Persons and Person claiming through or under them or any of them,) all such Estate, Right, Title, and Interest, Claim and Demand whatsoever, as they, any or every of them, had before the passing of this Act, or could or might have held or enjoyed if this Act had not been passed.

IV. And

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

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

SCHEDULES to which the foregoing Act refers.

The FIRST SCHEDULE to which the foregoing Act refers.

The Borough, Hundred, and Manor or reputed Manor of Cheltenham in the County of Gloucester, with the Rights, Members, and Appurtenances thereunto belonging, and all Houses, Edifices, Buildings, Lands, Tenements, and Hereditaments whatsoever within the said Borough, Hundred, and Manor of Cheltenham.

Cha^s. Bailey.

The SECOND SCHEDULE to which the foregoing Act refers.

All that the Manor or Lordship of Upper Slaughter otherwise Over Slaughter, in the County of Gloucester, with the Rights, Members, and Appurtenances thereof, together with all Lands, Tenements, Wastes, Waste Grounds, Ways, Waters, Watercourses, Fishings, Fisheries, Rents, Chief Rents, Quit Rents, Reversions, Services, Courts Leet, Courts Baron, Perquisites and Profits of Courts Leet and Courts Baron, and all other Liberties, Franchises, Privileges, Profits, and Hereditaments whatsoever to the said Manor or Lordship belonging or in anywise appertaining.

And also all that Capital Messuage or Mansion House, situate or being in the Parish of Upper Slaughter otherwise Over Slaughter aforesaid, with the Barns, Stables, Dove-houses, and other Outbuildings, Yards, Gardens, and Appurtenances thereto belonging, containing together by Admeasurement 2 A. 1 R. 28 P. or thereabouts (be the same more or less).

And also all that Orchard thereunto or unto some Part thereof also adjoining and thereunto belonging, containing by Admeasurement 1 A. 1 R. 13 P. or thereabouts (be the same more or less).

And also all those several Closes or Inclosures, Pieces or Parcels of Pasture, Arable, and other Lands, to the said Capital Messuage and Hereditaments also belonging, herein-after particularly described, and commonly called or known by the several Names and containing by Admeasurement the several Quantities (be the same respectively more or less) herein-after mentioned and set forth; (that is to say,) Pool Close (Pasture), 1 A. 1 R. 34 P.; the Pleasure Ground (Pasture), 2 A. 1 R. 7 P.; Lower Lays (Pasture), 8 A. 1 R. 23 P.; the Meadow (Pasture), 1 A. 2 R. 24 P.; Upper Lays (Pasture), 8 A. 3 R. 29 P.; Backway Hill (Pasture), 2 A. 2 R. 10 P.; Walnut Tree Close (Pasture), 4 A. 3 R. 25 P.; Church Pitts Roadway (Pasture), 5 A. 1 R. 11 P.;

Little Ground (Arable), 9 A. 3 R. 14 P.; Lower Ground (Arable), 18 A. 2 R. 3 P.; Hareston (Arable), 23 A. 1 R. 13 P.; Cross Ground and Road (Arable), 27 A. 3 R. 4 P.; Wagborough Bush Ground and Road (Arable), 33 A. 0 R. 21 P.; Limekiln Ground (Arable), 23 A. 2 R. 23 P.; Upper-mill Field and Road (Arable), 19 A. 1 R. 32 P.; Old Quar Ground and Road (Arable), 16 A. 2 R. 17 P.; Hill Barn Ground and Road (Arable), 22 A. 0 R. 36 P.; the Hill Barn, with Stable and Close or Inclosure thereto adjoining and belonging, 2 R. 16 P.; the Ground below the Barn (Arable), 34 A. 2 R. 24 P.; Aston Close (Pasture), 6 A. 2 R.; Mill Field (Arable), 22 A. 3 R. 7 P.; Middle Mill Field (Arable and Pasture), 19 A. 0 R. 6 P.; Lower Mill Field (Arable and Pasture), 17 A. 1 R. 36 P. (save and except so much of the said Inclosure of Pasture Ground called the Pleasure Ground as was some Time since sold or contracted to be sold to the Reverend Ferdinando Tracy Travell deceased, and the Whole or Part whereof was used as a Shrubbery, and runs almost close to the Parsonage House of Upper Slaughter otherwise Over Slaughter aforesaid); all which said Capital Messuage or Mansion House, Closes or Inclosures, Pieces or Parcels of Pasture and Arable Land, Buildings and other Hereditaments herein-before described are situate, lying, and being in the Parish of Upper Slaughter otherwise Over Slaughter aforesaid, and were commonly called or known by the Name of Slaughter Farm, and were formerly in the Tenure or Occupation of Mr. William Cook, as Tenant thereof, and afterwards of Edward Lea.

And also all that Messuage or Tenement, with the Barn, Sheds, and other Buildings, Yards, and Appurtenances thereto belonging, containing by Admeasurement 1 R. 25 P. or thereabouts (be the same more or less).

And also all those several Closes or Inclosures, Pieces or Parcels of Pasture, Arable, and other Land to the said last-mentioned Messuage and Hereditaments belonging, and herein-after particularly described, and commonly called or known by the several Names and containing by Admeasurement the several Quantities (be the same respectively more or less) herein-after mentioned and set forth; (that is to say,) New Barn Ground (Arable), 37 A. 3 R. 37 P.; New Barn Ground or Banker's Hill (Pasture), 4 A. 2 R. 27 P.; the Fold, Yard, and Sheds, 1 R. 10 P.; Water Lane, 2 R. 8 P.; Quarry Ground (Pasture), 8 A. 2 R. 13 P.; Far Hill (Arable), 30 A. 3 R. 13 P.; Long Ground (Arable), 23 A. 0 R. 33 P.; Seven Wells (Arable and Pasture), 30 A. 0 R. 33 P.; Cuckoo Pen (Pasture), 1 R. 25 P.; all which said last-mentioned Messuage or Tenement, Closes or Inclosures, Pieces or Parcels of Pasture and Arable Land, Buildings, and other Hereditaments, together with an Inclosure of Pasture Land called Hollow Hitch or Hollow Fitch, containing 8 A. 3 R. 7 P. or thereabouts, are situate, lying, and being in the Parish of Upper Slaughter otherwise Over Slaughter aforesaid, and are the Freehold Part of a Farm called Harford Hill Farm, and the same were formerly also in the Tenure or Occupation of the said William Cook, as Tenant thereof, and afterwards of the said Edward Lea, or by whatsoever other Names or Name, Quantities or Quantity, or other Descriptions the said Manor, Messuages, Farms, Lands, Tenements,

ments, and Hereditaments, or any Part or Parts thereof, now are or is, or at any Time or Times heretofore were or was, called or known, distinguished or described.

And also all other the Freehold Messuages, Lands, Tenements, and Hereditaments situate, lying, and being in the Parish of Upper Slaughter otherwise Over Slaughter aforesaid, and respectively comprised in and conveyed by the said secondly herein-before recited Indentures of the Twenty-fifth and Twenty-sixth Days of June One thousand eight hundred and thirty, or intended so to be, with their Rights, Members, and Appurtenances.

Chas Bailey.

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