



ANNO QUARTO & QUINTO

# GULIELMI IV. REGIS.

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## Cap. 31.

An Act for vesting Part of the Settled Estates of the Most Honourable *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* and the Most Honourable *Barbara Yelverton* Marchioness of *Hastings*, Baroness *Grey de Ruthyn*, his Wife, situate in the County of *Warwick*, in Trustees for Sale, and for laying out the Money arising from such Sale in the Purchase of other Lands, to be settled to the same Uses. [25th July 1834.]

WHEREAS by Indentures of Lease and Release bearing Date respectively the Twenty-eighth and Twenty-ninth Days of *July* in the Year One thousand eight hundred and thirty-one, the Indenture of Release being made or expressed to be made between the Right Honourable *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, of the First Part; the Most Honourable *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* of the Second Part; the Right Honourable *George John Forbes* commonly called Viscount *Forbes*, the eldest Son and Heir Apparent of the Right Honourable *George* Earl of *Granard*, Sir *Charles Abney Hastings* of *Willesley* in the County of *Derby*, Baronet, and *John Balguy* the younger, of the *Middle Temple*, *London*, Esquire, of the Third Part; the Most Honourable *Arthur Blundell Sandys*

Settlement, on the Marriage of the Marquis of *Hastings* with the Baroness *Grey de Ruthyn*, of her Ladyship's Estates, 28th and 29th July 1831.

[Private.]

*Trumbull* Marquis of *Downshire* and the Right Honourable *Richard William Penn Curzon* Earl *Howe* of the Fourth Part; the Right Honourable *Robert Henley* Lord *Henley* Baron *Henley* of *Chardstock* in *Ireland*, and the Honourable and Reverend *William Eden*, Rector of *Harbledown* and Vicar of *Beaksbourne* in the County of *Kent*, Clerk, of the Fifth Part; and the Right Honourable *George William Finch Hatton* Earl of *Winchilsea* and *Nottingham*, and the Right Honourable *George Augustus Frederick Child Villiers* commonly called Viscount *Villiers*, the eldest Son and Heir Apparent of the Right Honourable *George* Earl of *Jersey*, of the Sixth Part; after reciting, as the Fact was, that by Indentures of Lease and Release bearing Date respectively on or about the Eighth and Ninth Days of *June* then last past, the Indenture of Release being made between the Right Honourable *Charles George* Lord *Arden* of the First Part; the Right Honourable *Henry* Lord Viscount *Hood* and the said *Robert Henley* Lord *Henley* of the Second Part; the Honourable *Ann Maria Eden*, then and now the Wife of the said *William Eden*, and commonly called Dowager Baroness *Grey de Ruthyn*, as the late Widow of the Right Honourable *Henry Edward Yelverton* Baron *Grey de Ruthyn* deceased, of the Third Part; the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, of the Fourth Part; *John Caldecott* Esquire of the Fifth Part; and the said *William Eden* of the Sixth Part; and by means of a Recovery suffered in *Trinity* Term then last past in pursuance particularly of an Agreement in that Behalf contained in the said last-mentioned Indenture of Release, and by means also of a Declaration of the Uses of that Recovery in that Indenture also contained, (so far as related to the Premises comprised in the same Indenture,) all that Messuage, Tenement or Farmhouse, and the Barns, Stables, Granary, and all other the Outbuildings thereunto adjoining and belonging, with divers Pieces or Parcels of Land, containing together One hundred and forty-four Acres One Rood and Thirty-seven Perches or thereabouts, and therein particularly mentioned or described, and then still in the Occupation of *Edward Copson* as Tenant thereof from Year to Year at the annual Rent of Three hundred and twenty Pounds, (which said Hereditaments, except as to the Lands sold to the *London* and *Birmingham* Railway Company as herein-after recited, are comprised in the Second Part of the Schedule annexed to this Act,) being Part of the Hereditaments first in the now reciting Indenture of Release described and released, were conveyed and then stood limited to the Use of the said *Henry* Lord Viscount *Hood* and *Robert Henley* Lord *Henley*, their Heirs and Assigns, for the Life of the said *Ann Maria Eden* otherwise Dowager Baroness *Grey de Ruthyn*, upon certain Trusts and for certain Purposes therein declared concerning the same (being for the Benefit of the said *Ann Maria Eden* otherwise Dowager Baroness *Grey de Ruthyn*), and from and after the Determination of that Estate to the Use of the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, her Heirs and Assigns for ever; and also reciting that by other Indentures of Lease and Release bearing Date respectively on or about the same Eighth and Ninth Days of *June* then last past, the said last-mentioned Indenture of Release being made between the said *Charles George* Lord *Arden* of the First Part, the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness

ness of *Hastings*, of the Second Part, the said *John Caldecott* of the Third Part, and the said *William Eden* of the Fourth Part, and by Means of the Recovery therein-before referred to and suffered pursuant also to an Agreement contained to that Effect in the then reciting Indenture of Release, and by means also of a Declaration of the Uses of that Recovery contained in the same Indenture of Release as to the Manor and Hereditaments next therein-after mentioned, all that the Manor or Lordship of *Brandon* otherwise *Brawne* in the County of *Warwick*, and the Manor House in *Brandon* otherwise *Brawne* aforesaid, with the Outbuildings and Homesteads thereto belonging, and divers Closes, Pieces, or Parcels of Arable, Meadow, Pasture, Wood, and other Land, Tithes, and other Hereditaments, in *Brandon* otherwise *Brawne*, and in *Bretford*, (which said Premises are, except as to the Lands sold to the *London and Birmingham Railway Company* as herein-after recited, comprised in the First Part of the Schedule annexed to this Act, being a further Part of the said Hereditaments first in the now reciting Indenture of Release described and released or intended so to be,) with the Appurtenances thereto belonging, were conveyed and then stood limited to the Use of the said *Barbara Yelverton Baroness Grey de Ruthyn*, now Marchioness of *Hastings*, her Heirs and Assigns for ever, subject nevertheless to the Payment of an Annuity of One hundred and fifty Pounds to *Mary Salt* therein named, (and who is since deceased, as herein-after mentioned,) during her Life; and also reciting, amongst other Things, that the said *Barbara Yelverton Baroness Grey de Ruthyn*, now Marchioness of *Hastings*, was also seised to her and her Heirs in Fee Simple of a Messuage or Tenement, and a Yard, Garden, Orchard, and other Appurtenances thereto belonging, situate in *Brandon* otherwise *Brawne*, formerly of *William Bayes*, with a Close of Pasture or inclosed Piece of Ground adjoining thereto, containing by Estimation, or commonly reputed to be, Two Acres or thereabouts, and then or late in the Possession of *John Brierly* as yearly Tenant at the Rent of Thirty-five Pounds or thereabouts (being further Part of the Hereditaments first in the now reciting Indenture of Release described and released); and further reciting the then intended Marriage between the said *George Marquis of Hastings* and the said *Barbara Yelverton Baroness Grey de Ruthyn*, now Marchioness of *Hastings*; and after reciting, amongst other Things, that the said *Barbara Yelverton Baroness Grey de Ruthyn*, now Marchioness of *Hastings*, then lately contracted or agreed for the Purchase, from or through the Right Honourable Lord *Craven*, of Three several Closes, Pieces, or Parcels of Land situate in the Parish of *Brinklow* in the County of *Warwick*, and commonly called the *Great Close*, the *Home Closes*, and *Brandon Close*, containing together Twenty-seven Acres Two Roods and Five Perches or thereabouts, at or for the Price of One thousand one hundred and sixty-five Pounds Ten Shillings, including the Value of the Timber, and that on the Treaty for the said then intended Marriage it was also agreed that the said Contract should be completed by the Trustees of the said then intended Settlement of the Estates of the said *Barbara Yelverton Baroness Grey de Ruthyn*, now Marchioness of *Hastings*, and that a Sum of Two thousand Pounds Three *per Centum* Consolidated Bank Annuities, then belonging to the said *Barbara Yelverton Baroness Grey de Ruthyn*, now Marchioness of *Hastings*, should

should be forthwith transferred into the Names of the same Trustees in order that the same or the Produce thereof, or so much thereof as should be necessary for that Purpose, might be applied by them in Payment of the said Purchase Money and in otherwise completing the said Contract, and that the same Hereditaments, when and if the said Contract should be completed, should be settled to the Uses and upon the Trusts and for the Purposes therein-after referred to concerning the same; it is witnessed, that in pursuance of the said therein recited Agreement, and in part Performance thereof, and in consideration of the said then intended Marriage, and of a nominal Consideration, the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, with the Privity, Consent, and Approbation of the said *George* Marquis of *Hastings*, (testified as in the now reciting Indenture of Release is mentioned,) did grant, bargain, sell, and release unto the said Viscount *Forbes*, Sir *Charles Abney Hastings*, and *John Balguy*, their Heirs and Assigns, all that the Manor or Lordship of *Brandon* otherwise *Brawne* in the County of *Warwick*, with all the Rights, Royalties, Members, Chief Rents, and Appurtenances thereunto belonging; and also all that the Manor House in *Brandon* otherwise *Brawne* aforesaid, with the Outbuildings, Yards, Gardens, and Homestead thereunto belonging; and also all those several Fishponds in *Brandon* otherwise *Brawne* aforesaid, with the Appurtenances, formerly in the Tenure of the Right Honourable Lady Viscountess *Longueville* deceased; and also all those several Closes of Meadow and Pasture Ground, with the Appurtenances, in *Brandon* otherwise *Brawne* aforesaid, formerly called the *Farm Closes*, *Pearson's Holme Close*, *Cook's Close*, and *Sleeper's Piece*, also formerly in the Tenure of the said Lady Viscountess *Longueville*; and also all that Messuage or Tenement, with the Garden, Orchard, and Home Close thereto belonging, in *Brandon* otherwise *Brawne* aforesaid, with the Appurtenances, and all that Close of Meadow and Pasture Ground, with the Appurtenances, in *Brandon* otherwise *Brawne* aforesaid, formerly called *Phillips' Bridge Close*, and which said Messuage and Closes last mentioned were formerly in the Tenure of *William Phillips*, afterwards in the Tenure of the said Lady Viscountess *Longueville*; and also all that Messuage, Tenement, or Farmhouse, and all those several Closes of Arable, Meadow, and Pasture Ground, with the Appurtenances, in *Brandon* otherwise *Brawne* aforesaid, formerly in the Tenure or Occupation of *William Burberry*, and afterwards of *William Bayes*, his Assignee or Assigns, and held by him, with the Great Tithes thereof, at a yearly Rent of One hundred and nineteen Pounds Seventeen Shillings and Four-pence; and also all that Messuage or Tenement or Farmhouse, and all those several Closes of Arable, Meadow, and Pasture Ground, with the Appurtenances, in *Brandon* otherwise *Brawne* aforesaid, formerly in the Tenure or Occupation of *Jeremiah Burdett*, his Assignee or Assigns, and held by him, with the Great Tithes thereof, at the yearly Rent of Thirty-one Pounds Nineteen Shillings and One Penny Halfpenny; and also all that Cottage or Tenement, and all those several Closes of Arable, Meadow, and Pasture Ground, with the Appurtenances, in *Brandon* otherwise *Brawne* aforesaid, formerly in the Tenure or Occupation of *William Coney*, his Assignee or Assigns, and held by him, with the Great Tithes thereof, at the yearly Rent of Twelve Pounds

Nineteen Shillings and Nine-pence Halfpenny ; and also all that Messuage or Tenement, and all those several Closes of Arable, Meadow, and Pasture Ground, with the Appurtenances, in *Brandon* otherwise *Brawne* aforesaid, formerly in the Tenure or Occupation of *William Flavill*, his Assignee or Assigns, and held by him, with the Great Tithes thereof, at the yearly Rent of Thirty-eight Pounds ; and also all that Messuage or Tenement, and all those several Closes of Arable, Meadow, and Pasture Ground, with the Appurtenances, in *Brandon* otherwise *Brawne* aforesaid, formerly in the Tenure or Occupation of *Thomas Hancox*, his Assignee or Assigns, and held by him, with the Great Tithes thereof, at the yearly Rent of Fifteen Pounds Nine Shillings and Ten-pence ; and also all that Messuage or Tenement, and all those several Closes of Arable, Meadow, and Pasture Ground, with the Appurtenances, in *Brandon* otherwise *Brawne* aforesaid, formerly in the Tenure or Occupation of *Robert Hewitt*, his Assignee or Assigns, and held by him, with the Great Tithes thereof, at the yearly Rent of Seventeen Pounds Eight Shillings and Sixpence ; and also all that Messuage or Tenement or Farmhouse, and all those several Closes of Arable, Meadow, and Pasture Ground, with the Appurtenances, in *Brandon* otherwise *Brawne* aforesaid, formerly in the Tenure or Occupation of *Joseph Hobley*, his Assignee or Assigns, and held by him, with the Great Tithes thereof, at the yearly Rent of Forty-two Pounds Twelve Shillings and Four-pence ; and also all those several Closes of Meadow and Pasture Ground, with the Appurtenances, in *Brandon* otherwise *Brawne* aforesaid, formerly in the Tenure or Occupation of *John Hutt*, his Assignee or Assigns, and held by him, with the Great Tithes thereof, at the yearly Rent of Eighty Pounds ; and also all that Cottage or Tenement, and also all those several Closes of Arable, Meadow, and Pasture Ground, with the Appurtenances, in *Brandon* otherwise *Brawne* aforesaid, formerly in the Tenure or Occupation of *William Hutt*, and held by him, with the Great Tithes thereof, at the yearly Rent of Six Pounds Eighteen Shillings and One Penny Halfpenny ; and also all that Messuage, Tenement, or Farmhouse, and all those several Closes of Arable, Meadow, and Pasture Ground, with the Appurtenances, in *Brandon* otherwise *Brawne* aforesaid, formerly in the Tenure or Occupation of *John Johnson*, his Assignee or Assigns, and held by him, with the Great Tithes thereof, at the yearly Rent of Sixty-two Pounds Five Shillings ; and also all that Messuage, Tenement, or Farmhouse, and all those several Closes of Arable, Meadow, and Pasture Ground, with the Appurtenances, in *Brandon* otherwise *Brawne* aforesaid, formerly in the Tenure or Occupation of *John Lickorish*, his Assignee or Assigns, and held by him, with the Great Tithes thereof, at the yearly Rent of One hundred and thirty Pounds Nine Shillings and Four-pence ; and also all that Messuage, Tenement, or Farmhouse, and all those several Closes of Arable, Meadow, and Pasture Ground, with the Appurtenances, in *Brandon* otherwise *Brawne* aforesaid, formerly in the Tenure or Occupation of *Joseph Lickorish*, his Assignee or Assigns, and held by him, with the Great Tithes thereof, at the yearly Rent of One hundred and forty-three Pounds and Nine-pence ; and also all that Messuage, Tenement, or Farmhouse, and all those several Closes of Arable, Meadow, and Pasture Ground, with the Appurtenances, in *Brandon* otherwise *Brawne* aforesaid, formerly in

[Private.]

the Tenure or Occupation of *John Pearson*, his Assignee or Assigns, and held by him, with the Great Tithes thereof, at the yearly Rent of Sixty Pounds; and also all that Messuage or Tenement, and all those several Closes of Arable, Meadow, and Pasture Ground, with the Appurtenances, in *Brandon* otherwise *Brawne* aforesaid, formerly in the Tenure or Occupation of *Edmund Wright*, his Assignee or Assigns, and held by him, with the Great Tithes thereof, at the yearly Rent of Fourteen Pounds Three Shillings and Four-pence; and also all that Messuage, Tenement, or Farmhouse, and all those several Closes of Arable, Meadow, and Pasture Ground, with the Appurtenances, in *Brandon* otherwise *Brawne* aforesaid, formerly in the Tenure or Occupation of *Thomas Wright*, his Assignee or Assigns, and held by him, with the Great Tithes thereof, at the yearly Rent of One hundred and eight Pounds Eighteen Shillings; and also all those several Closes of Woodland in the Liberty of *Brandon* otherwise *Brawne* aforesaid called or known by the several Names of the *Great Wood* and of the *Quicking Tree Wood* or *Little Wood*, and containing by Estimation One hundred and forty Acres or thereabouts, more or less; and also all those several Closes of Pasture Ground in *Brandon* aforesaid called the *Rough* and the *Cottier's Part*, containing by Estimation Thirty Acres or thereabouts, more or less; and also all those several Cottages or Tenements, with the Yards, Gardens, Orchards, Backsides, Home Closes, and Cow Commons to the same respectively belonging, in *Brandon* and in *Bretford* in the said County of *Warwick*, formerly in the several Tenures or Occupations of *William Benn*, *William Clarke*, *Nathaniel Coltman*, *John Hewitt*, *Robert Hyorns*, *Thomas Hyorns*, *William Smith*, *Richard Latham*, *Thomas Phillips*, the *Widow Satchwell*, *Richard Sylvester*, *William Furrell*, *John Walton senior*, *John Walton junior*, and *Thomas Ward*, with their Rights, Royalties, Members, and Appurtenances; which said Messuages, Lands, Tenements, and Hereditaments included the said Messuage or Tenement, Lands, and Hereditaments comprised in the said first therein-before recited Indenture of Release, but the said Messuages, Lands, Tenements, and Hereditaments had undergone various Alterations since they were in the Occupations of the several Persons therein-before named or referred to as Tenants thereof, and the same did then consist of the several Farms and other Tenements, and were held by the several Persons as Tenants thereof, and at the yearly Rents, respectively mentioned and specified in the Schedule to the now reciting Indenture of Release thereunder written or thereunto annexed, and in the First Part thereof; and all and singular the Great or Rectorial Tithes and Tenths then or then lately Parcel of the Improprate Rectory of *Woolston* in the said County of *Warwick*, and yearly coming, growing, arising, happening, increasing, or renewing, or to come, grow, arise, happen, increase, or renew, and to be had or taken, in, upon, from, or out of all and singular the said Manor, Messuages, Lands, Tenements, and Hereditaments therein-before described or referred to; and also all and singular the Great or Rectorial Tithes and Tenths also late Parcel of the Improprate Rectory of *Woolston* aforesaid, and yearly coming, growing, arising, happening, increasing, or renewing, or to come, grow, arise, happen, increase, or renew, and to be had and taken, in, upon, from, or out of divers other Hereditaments and Premises also situate and being in *Brandon* and *Bretford*

aforesaid, and then or late in the several and respective Tenures of the several Persons who are respectively mentioned or described in the said last-mentioned Schedule in Part the Second, or his or their respective Tenants, Under-tenants, or Assigns; and all and singular other the Messuages, Lands, Tenements, Tithes, and Hereditaments, late of the Right Honourable *Henry* Earl of *Sussex*, situate and being within the County of *Warwick*, and whereof the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, became entitled under his Will and Codicils; and also all that Messuage or Tenement, with the Yard, Garden, Orchard, Backside, and Appurtenances thereto belonging, situate, standing, and being in *Brandon* otherwise *Brawne* in the Parish of *Woolston*, and also all that Close of Pasture or inclosed Piece of Ground adjoining to the said last-mentioned Messuage or Tenement and Orchard, and containing by Estimation, or commonly reputed to be, Two Acres, more or less, or of whatsoever Quantity the same might consist, formerly in the successive Occupations of *John Atkins*, *Anthony Mills*, and *William Bayes*, or their respective Assignee or Assigns, with their and every of their Appurtenances, which said last-mentioned Messuage or Tenement, Land, and Hereditaments were then or lately were in the Tenure or Occupation of *John Brierly* as Tenant from Year to Year at the yearly Rent of Thirty-five Pounds or thereabouts; which said Hereditaments at *Brandon* and *Bretford* in the said County of *Warwick*, so far as the same have not been sold to the *London and Birmingham* Railway Company as herein-after recited, are comprised in the First and Second Parts of the Schedule annexed to this Act; to hold the said Manor, Lands, Tithes, and other Hereditaments therein-before released, with their Rights, Royalties, Members, and Appurtenances, (subject nevertheless, as to such of them as were comprised in the said first therein-before in part recited Indenture of Release, to the Estate and Interest by that Indenture limited in Use to the said *Henry* Lord Viscount *Hood* and *Robert Henley* Lord *Henley* for the Life of the said *Ann Maria Eden* otherwise Dowager Baroness *Grey de Ruthyn*, and the Trusts relating to or connected with that Estate and Interest under the same Indenture during the Continuance thereof,) unto the said Viscount *Forbes*, Sir *Charles Abney Hastings*, and *John Balguy*, their Heirs and Assigns, to the Use of the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, her Heirs and Assigns, in the meantime and until the Solemnization of the said then intended Marriage; and from and after the Solemnization thereof, to the Use of the said *George* Marquis of *Hastings* and his Assigns thenceforth during the joint Lives of himself and of the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, his then intended Wife, and without Impeachment of Waste (except voluntary Waste as therein mentioned); with Remainder to the Use of the said Viscount *Forbes*, Sir *Charles Abney Hastings*, and *John Balguy*, and their Heirs, thenceforth during the joint Lives of the said *George* Marquis of *Hastings* and *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, upon Trust to support contingent Remainders; with Remainder to the Use of the said Marquis of *Downshire* and Earl *Howe*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to be computed from the Day next before

before the Day of the Date of the now reciting Indenture of Release, without Impeachment of Waste (except as aforesaid), upon the Trusts therein declared and herein-after recited concerning the same Term; with Remainder to the Use of the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, and her Assigns, for her Life, without Impeachment of Waste (except as aforesaid); with Remainder to the Use of the said Viscount *Forbes*, Sir *Charles Abney Hastings*, and *John Balguy*, and their Heirs, for the Life of the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, in Trust to support contingent Remainders; with Remainder to the Use of the said Lord *Henley* and *William Eden*, their Executors, Administrators, and Assigns, for the Term of One thousand two hundred Years, to be computed also from the Day next before the Day of the Date of the now reciting Indenture of Release, and without Impeachment of Waste (except as aforesaid), upon the Trusts therein-after declared concerning the same Term; with Remainder to the Use of the said *George* Marquis of *Hastings* and his Assigns for his Life, without Impeachment of Waste (except as aforesaid); with Remainder to the Use of the said Viscount *Forbes*, Sir *Charles Abney Hastings*, and *John Balguy*, and their Heirs, during the Life of the said *George* Marquis of *Hastings*, in Trust to support contingent Remainders; with Remainder to the Use of the First Son of the said *George* Marquis of *Hastings* by the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, his then intended Wife, in Tail; with Remainder to the Use of the Second, Third, Fourth, and all and every other the Son and Sons of the said *George* Marquis of *Hastings* by the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, his then intended Wife, successively in Tail; with Remainder to the Use of the First, Second, Third, Fourth, and all and every other the Son and Sons of the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, successively in Tail; with Remainder to the Use of the said Earl of *Winchelsea* and Viscount *Villiers*, their Executors, Administrators, and Assigns, for the Term of Two thousand Years, to be computed from the Day next before the Day of the Date of the now reciting Indenture of Release, without Impeachment of Waste (except as aforesaid), upon the Trusts therein declared concerning the same Term; with Remainder to the Use of the First, Second, Third, Fourth, and every other the Daughter and Daughters of the said *George* Marquis of *Hastings* by the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, successively in Tail; with Remainder to the Use of the First, Second, Third, Fourth, and every other the Daughter and Daughters of the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, successively in Tail; with Remainder to the Use of such Person or Persons, for such Estate or Estates, and for such Interest or Interests, and in such Parts, Shares, and Proportions, and charged and chargeable in such Manner, and either absolutely or conditionally, and subject to such Powers of Revocation and of new Appointment, and other Powers, Provisions, Conditions, Restrictions, Limitations, Declarations, and Agreements, as the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, at any Time or Times and from Time to Time, whether sole or covert, and notwithstanding her  
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Coverture (if any) for the Time being, and whether before or after the Failure or Determination of the several Estates therein-before limited, but subject nevertheless thereto, by any Deed or Deeds, Instrument or Instruments in Writing, to be sealed and delivered by her in the Presence of Two or more credible Witnesses, and attested by the same Witnesses, or by her last Will and Testament in Writing, or any Codicil or Codicils thereto, to be severally and respectively signed by her and to be attested by Three or more Witnesses, should direct, limit, or appoint, and in default of such Direction, Limitation, or Appointment, and in the meantime and from Time to Time until the same should take effect, and subject also to such Uses, Estates, and Charges as should be directed, limited, or appointed by the said *Barbara Yelverton Baroness Grey de Ruthyn*, now Marchioness of *Hastings*, under the said Power, to the Use of the said Viscount *Forbes*, Sir *Charles Abney Hastings*, and *John Balguy*, their Heirs and Assigns, for the Life of *Mary Powys* the Wife of the Honourable and Reverend *Frederic Powys* (late *Mary Gould*), in Trust to support contingent Remainders, and also upon Trust that the said Viscount *Forbes*, Sir *Charles Abney Hastings*, and *John Balguy*, and the Survivor of them, and the Heirs and Assigns of such Survivor, should receive and take the Rents, Issues, and Profits of the said Manor and Hereditaments, and stand possessed of the said Manor and Hereditaments, and of the Rents and Profits thereof, for the Life of the said *Mary Powys*, in Trust for the said *Mary Powys*, for her sole Use, separate and apart from her then present or any future Husband; with Remainder to the Use of *Frederic Henry Yelverton Powys*, the eldest Son of the said *Mary Powys*, and his Assigns, for his Life, without Impeachment for Waste (except as aforesaid); with Remainder to the Use of the said Viscount *Forbes*, Sir *Charles Abney Hastings*, and *John Balguy*, and their Heirs, during the Life of the said *Frederic Henry Yelverton Powys*, in Trust to support contingent Remainders; with Remainder to the Use of the First, Second, and other Sons of the said *Frederic Henry Yelverton Powys* successively in Tail; with Remainder to the Use of the First, Second, and other Daughters of the said *Frederic Henry Yelverton Powys* successively in Tail; with Remainder to the Use of *Charles Edward Powys*, the Second Son of the said *Mary Powys*, and his Assigns, for Life, without Impeachment for Waste (except as aforesaid); with Remainder to the Use of the said Viscount *Forbes*, Sir *Charles Abney Hastings*, and *John Balguy*, and their Heirs, during the Life of the said *Charles Edward Powys*, in Trust to support contingent Remainders; with Remainder to the Use of the First, Second, and other Sons of the said *Charles Edward Powys* successively in Tail; with Remainder to the Use of the First, Second, and other Daughters of the said *Charles Edward Powys* successively in Tail; with Remainder to the Use of *Spencer Perceval Powys* (the Third Son of the said *Mary Powys*) and his Assigns for Life, without Impeachment for Waste (except as aforesaid); with Remainder to the Use of the said Viscount *Forbes*, Sir *Charles Abney Hastings*, and *John Balguy*, and their Heirs, during the Life of the said *Spencer Perceval Powys*, in Trust to support contingent Remainders; with Remainder to the Use of the First, Second, and other Sons of the said *Spencer Perceval Powys* successively in Tail; with Remainder to the Use of the First, Second, and other Daughters of the said *Spencer*

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*Perceval Powys* successively in Tail; with Remainder to the Use of *Barbara Yelverton Powys* (the eldest Daughter of the said *Mary Powys*) and her Assigns for Life, without Impeachment for Waste (except as aforesaid); with Remainder to the Use of the said Viscount *Forbes*, Sir *Charles Abney Hastings*, and *John Balguy*, and their Heirs, thenceforth during the Life of the said *Barbara Yelverton Powys*, in Trust to support contingent Remainders; with Remainder to the Use of the First, Second, and other Sons of the said *Barbara Yelverton Powys* successively in Tail; with Remainder to the Use of the First, Second, and other Daughters of the said *Barbara Yelverton Powys* successively in Tail; with Remainder to the Use of *Mary Powys* (the youngest Daughter of the said *Mary Powys*) and her Assigns for her Life, without Impeachment for Waste (except as aforesaid); with Remainder to the Use of the said Viscount *Forbes*, Sir *Charles Abney Hastings*, and *John Balguy*, and their Heirs, thenceforth during the Life of the said *Mary Powys* the Daughter, in Trust to support contingent Remainders; with Remainder to the Use of the First, Second, and other Sons of the same *Mary Powys* successively in Tail; with Remainder to the Use of the First, Second, and other Daughters of the said *Mary Powys* the Daughter successively in Tail; with Remainder to the Use of the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, her Heirs and Assigns for ever; and with respect to the said Term of One thousand Years it is by the said Indenture of Release and Settlement declared, that the Manor and other Hereditaments therein-before limited to the Use of the said Marquis of *Downshire* and Earl *Howe*, their Executors, Administrators, and Assigns, for the said Term of One thousand Years, were so limited to them upon the several Trusts therein mentioned, (that is to say,) in case there should be any Child or Children of the said then intended Marriage, (other than an eldest or only Son or an eldest Daughter for the Time being entitled to the first Estate of Inheritance in or to the said Manor and Hereditaments thereby settled under the Limitations therein-before contained,) then upon Trust that the said Marquis of *Downshire* and Earl *Howe*, and the Survivor of them, his Executors, Administrators, and Assigns, or other the Trustee or Trustees for the Time being of the said Term of One thousand Years to be appointed as therein mentioned, should from and after the Decease of the said *George* Marquis of *Hastings*, by the Ways and Means in the now reciting Indenture of Release mentioned, levy or raise, for the Portion or Portions of such Child or Children of the said then intended Marriage (other than and besides an eldest or only Son or an eldest Daughter for the Time being so entitled as aforesaid), the Sums of Money therein-after mentioned, (that is to say,) if there should be but One such Child the Sum of Three thousand five hundred Pounds for the Portion of such One Child, to become an Interest vested at the Time therein mentioned, and if there should be Two such Children, the Sum of Five thousand Pounds for the Portions of such Two Children, but if there should be Three or more such Children, then the Sum of Seven thousand Pounds for the Portions of such Three or more Children, and to vest in and be paid to them in such Manner, and at such Ages, Days, or Times, and with such Benefit of Survivorship, and such Provision for their Maintenance and Education and for their Advancement during

Minority, as in the now reciting Indenture of Release is mentioned, provided that no younger Son or Daughter of the said then intended Marriage should, under the said Term of One thousand Years or the Trusts thereof, be entitled to more than Five thousand Pounds for his or her Portion; and with respect to the said Term of One thousand two hundred Years, it is by the now reciting Indenture of Release also declared, that the Manor and other Hereditaments therein-before limited to the Use of the said Lord *Henley* and *William Eden*, their Executors, Administrators, and Assigns, for the said Term of One thousand two hundred Years, were so limited to them upon Trust that they the said Lord *Henley* and *William Eden*, or the Survivor of them, or other the Trustee or Trustees for the Time being of the said Term of One thousand two hundred Years to be appointed as in the same Indenture mentioned, should, in the Event of and from and after such total Failure of the Issue of the said then intended Marriage, and by the like Ways and Means aforesaid, levy and raise from Time to Time one annual Sum or yearly Rent-charge of Six hundred Pounds thenceforth during the Life of the said *Ann Maria Eden* otherwise Dowager Baroness *Grey de Ruthyn*, and by even half-yearly Portions, and without any Deductions whatsoever, to commence from the Day of the Decease of the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, or, which should last happen, from such Failure or Determination of the Issue of the said then intended Marriage, and stand possessed thereof in Trust for the said *Ann Maria Eden* otherwise Dowager Baroness *Grey de Ruthyn*, for her sole Use as therein expressed; and upon further Trust that the Trustee or Trustees for the Time being of the said Term of One thousand two hundred Years should also, from and after the Decease of the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, and the Failure and Determination of the Issue of the said then intended Marriage, if in the Lifetime of the said *George* Marquis of *Hastings*, and thenceforth during his Life, (but subject to the said annual Charge of Six hundred Pounds, if then subsisting, and during the Continuance thereof,) and by the Ways and Means aforesaid, levy and raise the further annual Sum or yearly Rent-charge of One thousand Pounds, by like half-yearly Portions, and to commence from the same or the like Period, free from Deductions, and pay the same annual Sum or yearly Rent-charge of One thousand Pounds, from Time to Time if and when the same should accrue, unto the Person or Persons successively who for the Time being should be in Possession of the Title of the Barony of *Grey de Ruthyn*, and would, under the Limitations therein-before contained, be entitled to the Rents and Profits of the said Manor and Hereditaments in case the said *George* Marquis of *Hastings* were then dead, and for the same Estate in Succession as he or they would be entitled to the same Rents and Profits; and after the raising and Payment of the said annual Sums or yearly Rent-charges of Six hundred Pounds and One thousand Pounds, if and when the same should become due, and in the meantime subject thereto, should permit the Rents and Profits of the said Manor and Hereditaments to be received and taken by the said *George* Marquis of *Hastings*, and after his Decease by the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, and after her Decease by the Person or Persons who for the

the Time being, under the Limitations therein-before contained, should be entitled to the said Manor and Hereditaments then immediately expectant on the Determination of the said Term of One thousand two hundred Years; and with respect to the said Term of Two thousand Years, it is by the now reciting Indenture of Release declared, that the Manor and other Hereditaments therein-before limited to the Use of the said Earl of *Winchilsea* and Viscount *Villiers*, their Executors, Administrators, and Assigns, for the said Term of Two thousand Years, were so limited to them upon the several Trusts therein-after declared, (that is to say,) in case there should be no Son of the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, by the said *George* Marquis of *Hastings* or any after taken Husband, or being One or more such Son or Sons, he or they should depart this Life under the Age of Twenty-one Years without Issue, and there should be One or more Daughter or Daughters of the said then intended Marriage, (other than a Daughter who or whose Issue would in that Event be entitled to the said Manor and Hereditaments thereby released, under the Limitations aforesaid, in possession or expectant upon the Decease of the Survivor of them the said *George* Marquis of *Hastings* and *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, and other than and besides a Daughter who or whose Issue should be entitled in Possession to the Estate at *Rowallan* in *Scotland* in the now reciting Indenture of Release mentioned,) upon Trust that the said Earl of *Winchilsea* and Viscount *Villiers*, or the Survivor of them, his Executors, Administrators, or Assigns, or other the Trustee or Trustees for the Time being of the said Term of Two thousand Years to be appointed as therein mentioned, should, after the Decease of the Survivor of them the said *George* Marquis of *Hastings* and *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, and such Failure or Death of the Son or Sons of the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, in such Manner as last aforesaid, and by demising, assigning, or otherwise disposing of the said Manor and other Hereditaments, or any of them, for the Whole or any Part of the said Term of Two thousand Years, or by, with, and out of the Rents, Issues, and Profits thereof, or by other the Ways and Means in the same Indenture mentioned, levy or raise the further Sum of Seven thousand Pounds for the additional Portion or Portions of the Daughter or Daughters of the said then intended Marriage, (other than and besides an eldest or only Daughter for the Time being entitled to the first Estate of Inheritance of the said Manor and Hereditaments, and other than and besides a Daughter entitled in Possession to the said Estate at *Rowallan* as aforesaid,) and to be payable in the Manner and at the Time and with the Provisions in the same Indenture mentioned, provided that no younger Daughter of the said Marriage should, under the Trusts of the said several Terms of One thousand Years and Two thousand Years, be entitled to more than Ten thousand Pounds in the whole; provided, and it is thereby further declared, that it should be lawful for the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, at any Time after the Decease of the said *George* Marquis of *Hastings*, by any Deed or Instrument in Writing, with or without Power of Revocation, to be executed and attested as in the same Indenture mentioned,

or

or by her last Will and Testament, or any Codicil thereto, to be signed and attested as therein mentioned, to limit or appoint to or to the Use of any Person or Persons with whom she should intermarry, and for the Life or Lives of such her future Husband for the Time being, any annual Sum or yearly Rent Charge or Charges not exceeding in the whole the clear yearly Sum of Five hundred Pounds, to be issuing out of and chargeable upon all or any Part of the said Manor and Hereditaments by the same Indenture settled, and with such Powers and Remedies by Distress and Entry and Perception of the Rents and Profits of the same Manor and Hereditaments, and with such Term and Terms of Years to any Trustee or Trustees, for better securing the due Payment thereof, as the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, should think fit, and such Limitation or Appointment should be made to take effect in Possession upon or after the Decease of the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, and, unless she should direct the contrary thereof, to have Precedence as well of the said Term of One thousand Years and the Trusts thereof, and also the several Uses and Estates therein-before limited in Remainder and expectant upon her Decease, and to be made either before or after such Intermarriage or Intermarriages of the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, as last aforesaid; and also to and for her the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, to subject and charge all or any Part of the said Manor and Hereditaments with the Payment of any Principal Sum or Sums of Money for the Portion or Portions of any such Child or Children, other than and except as therein-after mentioned, as the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, might have by any Person or Persons with whom she should so intermarry, not exceeding in the whole the Sum next therein-after mentioned, (that is to say,) in case there should be no Issue of the said then intended Marriage between her and the said *George* Marquis of *Hastings*, or if there should be Issue of the said then intended Marriage One Child and no more, then the Sum of Ten thousand Pounds, but in case there should be Issue of the same intended Marriage more than One Child, (but in that Case subject and without Prejudice to the said Terms of Years and the Trusts thereof for securing the Portion or Portions of the said last-mentioned Children,) then the Sum of Five thousand Pounds for the Portion or Portions of the Child or Children of her the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, by any future Marriage, not being an eldest or only Son or an eldest Daughter for the Time being entitled to the first Estate of Inheritance in the said Manor and Hereditaments under the Limitations therein-before contained at the Time of exercising the now reciting Power by her the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, with Interest for the same not exceeding Four *per Cent. per Annum*, to be paid or divided among such other last-mentioned Child or Children (other than and except as aforesaid), or any One or more of them to the Exclusion of the other or others of them, and at such Age or Ages, Days or Times, and, if more than One, in such Parts and Proportions, and with such Conditions, Restrictions, and Limitations over, such Limitations over

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being for the Benefit of some or one of the same Child or Children (other than and except as aforesaid), as the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, should think fit; and for the Purpose of securing or raising such last-mentioned Portion or Portions, with Interest, by the same or any other Deed or Deeds, Instrument or Instruments, in Writing, so sealed and delivered and attested as last aforesaid, or by such her last Will and Testament or Codicil or Codicils so signed by her and attested as aforesaid, to limit and appoint the same Manor and Hereditaments to be so subject and charged with the same Portion or Portions as last aforesaid unto any Person or Persons for any Term or Number of Years, without Impeachment for Waste (except as aforesaid), but so that the Estate to be limited or appointed as last aforesaid should be made redeemable or defeasible on Payment of the Sum or Sums of Money so to be charged, and the Interest thereof, and the Costs of the Trustees for the Time being; and in the same Indenture of Release is contained a Power of Sale and Exchange as to certain other Estates and Hereditaments therein comprised, but which Power does not extend to the said Manor and Hereditaments herein-before described and comprised in the said Schedule annexed to this Act; and in the said Indenture there are Powers of leasing, and other Powers, including the Power to change Trustees in relation to the same Manor and Hereditaments: And whereas the Marriage between the said *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* and *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, was duly solemnized shortly after the Execution of the said in part recited Indenture of Release and Settlement: And whereas the said *Mary Salt* departed this Life in the Month of *January* One thousand eight hundred and thirty-three: And whereas by Indentures of Lease and Release bearing Date respectively the Thirteenth and Fourteenth Days of *February* One thousand eight hundred and thirty-three, the Indenture of Release being made or expressed to be made between the Right Honourable *William* Earl of *Craven* of the First Part, the said *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* and *Barbara Yelverton* Marchioness of *Hastings*, Baroness *Grey de Ruthyn*, of the Second Part, and the said *George John* Viscount *Forbes*, Sir *Charles Abney Hastings*, and *John Balguy*, of the Third Part, after reciting the said Indenture of Settlement of the Twenty-ninth Day of *July* One thousand eight hundred and thirty-one, in consideration of One thousand one hundred and sixty-five Pounds Ten Shillings paid by the said Viscount *Forbes*, Sir *Charles Abney Hastings*, and *John Balguy*, with the Privity and Approbation of the said *George* Marquis of *Hastings* and *Barbara* Marchioness of *Hastings*, to the said *William* Earl of *Craven*, the said *William* Earl of *Craven*, by virtue and in exercise and execution of the therein recited Power and Authority to him given in and by the therein recited Indenture of Release, and of all other Powers and Authorities enabling him in that Behalf, did direct, limit, and appoint that all the Closes or Grounds inclosed and Hereditaments therein-after described and thereby released should remain to such Uses as were therein-after referred to concerning the same; and it is further witnessed, that for the Considerations aforesaid he the said *William* Earl of *Craven* did grant, bargain, sell, and release unto the

Conveyance  
by the Earl  
of Craven of  
Lands at  
Brinklow to  
the Uses of  
the Settle-  
ment, 13th  
and 14th Feb.  
1833.

said Viscount *Forbes*, Sir *Charles Abney Hastings*, and *John Balguy*, and their Heirs, all those Two Closes or inclosed Grounds, with the Appurtenances, situate, lying, and being in a certain Place in the Parish of *Brinklow* aforesaid called the *Heath*, lying on the South Side of the public Road leading towards *Brandon*, and adjoining the Lordship of *Brandon* on the South and West Sides thereof, which said Closes or inclosed Grounds contain together, by Statute Measure, Twenty-seven Acres Two Roods and Five Perches or thereabouts, more or less, and were formerly in the Tenure or Occupation of *John Newcomb* the elder, afterwards of *John Phillips*, and then or late were in the Tenure or Occupation of *John Ashmore*, which said Closes of Land and Hereditaments, with Farm Buildings standing thereon, were then better known and described by the Names of the *Great Close*, containing Eight Acres Two Roods and Thirty Perches, the *Home Closes*, Four Acres and Twenty-nine Perches and Five Acres Two Roods and Seven Perches, and *Brandon Close*, containing Nine Acres One Rood and Two Perches, and also one Moiety of and in the Road next to and dividing the said Closes and Premises therein-before described from other Lands and Grounds belonging to the said Earl of *Craven* (which said last-mentioned Premises are comprised in the First Part of the Schedule to this Act annexed), together with the Appurtenances, to hold the same unto the said Viscount *Forbes*, Sir *Charles Abney Hastings*, and *John Balguy*, and their Heirs, for ever, nevertheless to such of the Uses, upon such of the Trusts, and for such of the Purposes, and with, under, and subject to such of the Powers and Provisions declared in the said therein and herein-before recited Indenture of Settlement of the Twenty-ninth Day of *July* One thousand eight hundred and thirty-one of and concerning the Manor and other Hereditaments first thereby released or intended so to be, as were at the Time of the Date of the said Indenture of Release now in recital subsisting or capable of taking effect: And whereas by a Deed Poll or Instrument in Writing under the Hand and Seal of the said *Barbara Yelverton* Marchioness of *Hastings*, Baroness *Grey de Ruthyn*, bearing Date the Third Day of *February* One thousand eight hundred and thirty-four, after reciting (amongst other Things) the said herein-before recited Indentures of Lease and Release of the Twenty-eighth and Twenty-ninth Days of *July* One thousand eight hundred and thirty-one, the Solemnization of the Marriage between the said *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* and *Barbara Yelverton* Marchioness of *Hastings*, Baroness *Grey de Ruthyn*, his Wife, the Death of the said *Mary Salt*, and the said Indentures of Lease and Release of the Thirteenth and Fourteenth Days of *February* One thousand eight hundred and thirty-three, and that the said *Barbara Yelverton* Marchioness of *Hastings* was desirous of exercising in such Manner as is therein-after expressed the Power of Appointment reserved to her by or by means of the said therein-before recited Indentures of Release and Settlement, it is witnessed, that the said *Barbara Yelverton* Marchioness of *Hastings*, by virtue and in exercise of the Power or Powers, Authority or Authorities, given or reserved to her by the said recited Indentures of Release or Settlement in that Behalf, and each or either of them, did, by the same Deed by her duly signed, sealed, and delivered in the Presence of and attested by the Two credible Persons whose Names were

Appointment  
by the Mar-  
chioness of  
*Hastings*,  
3d Feb. 1834

were intended to be and are thereupon indorsed as Witnesses to the Execution thereof by the said *Barbara Yelverton* Marchioness of *Hastings*, direct, limit, and appoint that (subject and without Prejudice to any Estates or Interests which were prior or antecedent in Order and in Effect to her said Power, but subordinately to the same Estates and Interests so far and so far only (except as is therein-after provided) as she had not a Right to overreach and defeat them by the Exercise of her said Power) all the Manors, Rectory, Advowson, Lands, Tithes, and Hereditaments mentioned and comprised in the said recited Indentures of Lease and Release and Settlement of the Twenty-eighth and Twenty-ninth Days of *July* One thousand eight hundred and thirty-one, and in the said recited Indentures of Lease and Release of the Thirteenth and Fourteenth Days of *February* One thousand eight hundred and thirty-three, and thereby respectively conveyed or otherwise assured, or intended so to be, with their and every of their Rights, Royalties, Members, and Appurtenances, and whether the same were or were not accurately described in the Recitals in the same Deed Poll contained, should remain, continue, and be, and that the same several Indentures of Lease and Release, and all other Conveyances and Assurances of or concerning the same Hereditaments respectively, should operate and enure, subject as aforesaid, to the Use, Intent, and Purpose to confirm and to give more complete Effect to the said Estate for Life of the said *Ann Maria Eden* Dowager Baroness *Grey de Ruthyn*, and also to revive and confirm or give effect to the said annual Rent-charge of Six hundred Pounds provided as aforesaid for the said *Ann Maria Eden* Dowager Baroness *Grey de Ruthyn* for her Life, so as to take effect on the Contingencies and at the Time and in the Manner and by the Means expressed in the said Indenture of Release and Settlement of the Twenty-ninth Day of *July* One thousand eight hundred and thirty-one (notwithstanding the Appointment by the same Deed Poll made), and, subject thereto, to the Use of such Person or Persons, for such Estate or Estates, and for such Interest or Interests, and in such Parts, Shares, and Proportions, and charged and chargeable in such Manner, and either absolutely or conditionally, and subject to such Powers of Revocation and of new Appointment, and other Powers, Provisoes, Conditions, Restrictions, Limitations, Declarations, and Agreements, as the said *George* Marquis of *Hastings* at any Time or Times and from Time to Time, and either before or after the Failure or Determination of the several Estates by the said therein-before in part recited Indentures of Release and Settlement of the Twenty-ninth Day of *July* One thousand eight hundred and thirty-one and Fourteenth Day of *February* One thousand eight hundred and thirty-three limited antecedent to the said Power of Appointment thereby exercised (but subject nevertheless to the said last-mentioned Estates), by any Deed or Deeds, Instrument or Instruments, in Writing, to be sealed and delivered by him in the Presence of One, Two, or more credible Witness or Witnesses, and attested by the same Witness or Witnesses, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, to be severally and respectively signed by him, and to be attested, with or without expressing the Fact, by Three or more Witnesses, should direct, limit, or appoint; and in default of such Direction, Limitation, or Appointment, and in the meantime  
and



and from Time to Time until the same should take effect, and subject also to such Uses, Estates, and Charges as should be directed, limited, or appointed by the said *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* under the said Power, to the Use of the said *Barbara Yelverton* Marchioness of *Hastings*, Baroness *Grey de Ruthyn*, and the Heirs of her Body lawfully issuing; and on Failure of such Issue, then to such or the like Uses, upon such or the like Trusts, for such or the like Purposes, and with, under, and subject to such or the like Powers, Provisions, and Declarations as in and by the said therein-before recited Indentures of Release and Settlement of the Twenty-ninth Day of *July* One thousand eight hundred and thirty-one and Fourteenth Day of *February* One thousand eight hundred and thirty-three, were and are limited, contained, and declared or referred to of and concerning the said Manor, Rectory, Advowson, Lands, Tithes, and Hereditaments thereby settled, or to, upon, for, with, under, and subject to such and so many of the said Uses, Trusts, Purposes, Powers, Provisions, and Declarations as might be capable of taking effect, and as the Deaths of Persons and other Contingencies would permit; and it was by the same Deed Poll provided, and the said *Barbara Yelverton* Marchioness of *Hastings*, Baroness *Grey de Ruthyn*, did thereby further direct, limit, and appoint, that it should be lawful for her at any Time or Times and from Time to Time, whether sole or covert, and notwithstanding her Coverture (if any) for the Time being, and whether before or after the Failure or Determination of the several Estates by the said Indentures of Release and Settlement of the Twenty-ninth Day of *July* One thousand eight hundred and thirty-one and Fourteenth Day of *February* One thousand eight hundred and thirty-three limited antecedent to the said Power of Appointment by the said Deed Poll exercised, but subject nevertheless thereto, by any Deed or Deeds, Instrument or Instruments, in Writing, with or without Power of Revocation, to be sealed and delivered by her in the Presence of Two or more credible Witnesses, and attested by the same Witnesses, or by her last Will and Testament in Writing, or any Codicil or Codicils thereto, to be severally and respectively signed by her, and to be attested by Three or more credible Witnesses, to revoke all or any Part of the Uses and Powers therein-before appointed of and concerning the said Manors, Rectory, Advowson, Lands, Tithes, and Hereditaments, or any of them, or any Part or Parcel thereof, and, in lieu of the Uses and Powers so to be revoked, to limit or appoint such other Use or Uses, Trusts, and Powers as she should, conformably to the Power or Authority in that Behalf contained in the said therein recited Indenture of Release or Settlement, think proper: And whereas by or by virtue of other Indentures of Lease and Release, being also of the Dates of the Twenty-eighth and Twenty-ninth Days of *July* One thousand eight hundred and thirty-one, and made between the said *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* of the First Part, the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, of the Second Part, the said *George* Viscount *Forbes*, Sir *Charles Abney Hastings*, and *John Balguy*, of the Third Part, the said *Robert* Lord *Henley* and *William Eden* of the Fourth Part, and the said *Arthur* Marquis of *Downshire* and *Richard* Earl *Howe* of the Fifth Part, being a Settlement made by the said *George Augustus Francis Rawdon Hastings*

Settlement, on the Marriage of the Marquis of *Hastings* with the Baroness *Grey de Ruthyn*, of his Lordship's English Estates, 28th and 29th July 1831.

[Private.]

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Marquis

Marquis of *Hastings* previously to and in contemplation of the Marriage of him the said *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* and *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, all and singular the Castle, Manor, Rectory, and Advowson of the Church of *Ashby-de-la-Zouch* in the County of *Leicester*, the Mansion House and Park at *Donington* in the same County, and the Advowson of the Church of *Castle Donington* in the said County of *Leicester*, the Advowsons of the Churches of *Osgaltherpe* and *Belton* in the said County, the Manors of *Melbourn* and *Oakthorpe* in the County of *Derby*, the Advowson of the Church of *Smithsby* in the same County, and the Advowson of the Church of *Puddletown* in the County of *Dorset*, and divers Messuages, Cottages, Mills, Farms, Closes, Lands, Woods, Tithes, Tenements, and other Hereditaments of and belonging to the said *George* Marquis of *Hastings*, situate in the said Counties of *Leicester* and *Derby*, with their Rights, Royalties, Members, and Appurtenances, were conveyed or otherwise assured by the said *George* Marquis of *Hastings* unto the said Viscount *Forbes*, Sir *Charles Abney Hastings*, and *John Balguy*, their Heirs and Assigns, to the Use of the said *George* Marquis of *Hastings* and his Heirs in the meantime and until the Solemnization of the said then intended Marriage, and from and after the Solemnization thereof, to the Use of the said Lord *Henley* and *William Eden*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, to be computed from the Day next before the Day of the Date thereof, upon Trust, during the joint Lives of the said *George* Marquis of *Hastings* and *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, by the Ways and Means therein mentioned, to levy and raise yearly one clear Annuity or yearly Sum of One thousand Pounds, by half-yearly Portions, and pay the same unto the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, for her separate Use, and after Payment thereof, and in the meantime subject thereto, to pay to the said *George* Marquis of *Hastings* or his Assigns, or otherwise permit and suffer him and them to receive and take, the Residue or Surplus of such Rents, Issues, and Profits of the same Manors and Hereditaments for his and their own Use and Benefit; and from and after the Determination 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 *George* Marquis of *Hastings* and his Assigns during his Life, without Impeachment of Waste (except voluntary Waste as therein mentioned); with Remainder to the Use of the said Viscount *Forbes*, Sir *Charles Abney Hastings*, and *John Balguy*, and their Heirs, for the Life of the said *George* Marquis of *Hastings*, upon Trust to support contingent Remainders; with Remainder to the Use and Intent that the said *Barbara Yelverton* Baroness *Grey de Ruthyn*, now Marchioness of *Hastings*, and her Assigns, in case she should survive the said *George* Marquis of *Hastings*, should after his Decease, and thenceforth during her natural Life, receive one other annual Sum of One thousand Pounds, to be yearly issuing and payable out of and chargeable upon the said Manors and Hereditaments thereby released, and to be paid quarterly, in the Nature of a Jointure, and in bar of Dower, with such Powers of Distress and Entry for securing the Payment thereof, when the same should be in arrear, as therein mentioned; and after the De-

cease

cease of the said *George Marquis of Hastings*, subject nevertheless to the said last-mentioned annual Sum or yearly Rent-charge of One thousand Pounds, to the Use of the said Marquis of *Downshire* and Earl *Howe*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to be computed from the Day next before the Day of the Date of the now reciting Indenture of Release, without Impeachment for Waste (except as aforesaid), upon the Trusts nevertheless therein-after declared concerning the same Term; with Remainder to the Use of the First Son of the said *George Marquis of Hastings* by the said *Barbara Yelverton Baroness Grey de Ruthyn*, now Marchioness of *Hastings*, his then intended Wife, in Tail Male; with Remainder to the Use of the Second, Third, Fourth, and all and every other the Son and Sons of the said *George Marquis of Hastings* by the said *Barbara Yelverton Baroness Grey de Ruthyn*, now Marchioness of *Hastings*, his then intended Wife, successively in Tail Male; with Remainder to the Use of the First, Second, Third, Fourth, and all and every other the Son and Sons of the said *George Marquis of Hastings* by the said *Barbara Yelverton Baroness Grey de Ruthyn*, now Marchioness of *Hastings*, his then intended Wife, successively in Tail; with Remainder to the Use of the First, Second, Third, Fourth, and all and every other the Daughter and Daughters of the said *George Marquis of Hastings* by the said *Barbara Yelverton Baroness Grey de Ruthyn*, now Marchioness of *Hastings*, successively in Tail; with Remainder to the Use and Intent that the said *Barbara Yelverton Baroness Grey de Ruthyn*, now Marchioness of *Hastings*, and her Assigns, in case she should survive the said *George Marquis of Hastings*, should, after his Decease and the Failure or Determination of the several Estates therein-before limited in favour of the Issue of the said then intended Marriage, and thenceforth during her Life, receive one further annual Sum or yearly Rent-charge of Five hundred Pounds, to be issuing and payable out of and chargeable upon the said Manors and Hereditaments thereby released, and payable at such Times as were therein-before mentioned concerning the said Jointure Rent-charge of One thousand Pounds, with the like Powers and Remedies of Distress and Entry for raising or securing the Payment of the said annual Sum or yearly Rent-charge of Five hundred Pounds when the same should be in arrear; with Remainder to the Use of the said *George Marquis of Hastings*, his Heirs and Assigns for ever; and with respect to the said Term of One thousand Years it was by the same Indenture of Release declared, that the Manors and other Hereditaments therein-before limited to the Use of the said Marquis of *Downshire* and Earl *Howe*, their Executors, Administrators, and Assigns, for the said Term of One thousand Years, were so limited to them upon Trust, in the first place, for better securing to the said *Barbara Yelverton Baroness Grey de Ruthyn*, now Marchioness of *Hastings*, the Payment of the said annual Sum or yearly Rent-charge of One thousand Pounds therein-before limited to her immediately after the Decease of the said *George Marquis of Hastings*, and if the said other annual Sum or yearly Rent-charge of Five hundred Pounds therein-before also limited to her should also take effect, then also for better securing to her the Payment also of the said annual Sum or yearly Rent-charge of Five hundred Pounds, and from the Time at which the same is therein-before directed to take effect,  
and

Conveyance  
of Lands at  
Brandon to  
the London  
and Birmingham  
Railway  
Company,  
15th May  
1834.

A like Con-  
veyance,  
15th May  
1834.

and upon such further Trusts as are in the same Indenture expressed for raising such Portions as are therein mentioned for the Child or Children of the said then intended Marriage, (other than an eldest or only Son or an eldest Daughter for the Time being entitled to the first Estate of Inheritance of and in the said Manors and other Hereditaments immediately expectant on the said Term of One thousand Years,) and to vest in and be paid to such Child or Children in such Manner, and at such Ages, Days, or Times, and with such Benefit of Survivorship, and such Provision for their Maintenance and Education and for their Advancement during Minority, as in the now reciting Indenture of Release is mentioned: And whereas by Deed of Conveyance, bearing Date the Fifteenth Day of *May* One thousand eight hundred and thirty-four, the said *George* Marquis of *Hastings*, in consideration of the Sum of One thousand four hundred and forty-seven Pounds Ten Shillings paid by the said *London and Birmingham* Railway Company, incorporated by an Act of Parliament passed in the Third Year of the Reign of His present Majesty, intituled *An Act for making a Railway from London to Birmingham*, into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, *ex parte* the *London and Birmingham* Railway Company, pursuant to the said Act, did, in pursuance of the Power of the said Act, convey to the said Company, their Successors and Assigns, certain Pieces or Parcels of Land or Ground situate in *Brandon* aforesaid, in the said Parish of *Wolston* and County of *Warwick*, containing together by Admeasurement Fourteen Acres One Rood and Thirty-six Perches or thereabouts, intended to form Part of the Line or Railway of the said Company, and also the Great or Rectorial Tithes thereof, (being respectively Part of the Lands, Tithes, and other Hereditaments comprised in the said first herein-before recited Indenture of the Twenty-ninth Day of *July* One thousand eight hundred and thirty-one,) to hold the said Premises to the said Company, their Successors and Assigns, for ever, according to the true Intent and Meaning of the said Act: And whereas by another Deed of Conveyance, bearing Date the said Fifteenth Day of *May* One thousand eight hundred and thirty-four, the said *Henry* Lord Viscount *Hood* and *Robert Henley* Lord *Henley*, and also the said *Ann Maria* Dowager Baroness *Grey de Ruthyn*, in consideration of the Sum of Eight hundred and fifty-seven Pounds Ten Shillings paid by the said *London and Birmingham* Railway Company into the Bank of *England* in the Name and with the Privity of the said Accountant General of the said Court of Exchequer, *ex parte* the *London and Birmingham* Railway Company, pursuant to the said Act, did, in pursuance of the Powers of the said Act, convey to the said Company, their Successors and Assigns, certain other Pieces or Parcels of Land or Ground situate in *Brandon* aforesaid, in the Parish of *Woolston* and County of *Warwick*, containing together by Admeasurement Eight Acres Two Roods and Twelve Perches or thereabouts, intended to form Part of the said Line or Railway of the said Company, and also the Great or Rectorial Tithes thereof, (being respectively Part of the Lands, Tithes, and Hereditaments comprised in the said first herein-before mentioned Indenture of the Ninth Day of *June* One thousand eight hundred and thirty-one, and in the said first herein-before recited Indenture of the Twenty-ninth Day of *July* One thousand eight hundred

hundred and thirty-one,) to hold the said last-mentioned Premises to the said Company, their Successors and Assigns for ever, according to the true Intent and Meaning of the said Act: And whereas the Residue of the said Lands, Tithes, and other Hereditaments mentioned in the said firstly herein-before recited Indenture of the Twenty-ninth Day of *July* One thousand eight hundred and thirty-one, and also the said Lands and Hereditaments mentioned in the said recited Indenture of the Fourteenth Day of *February* One thousand eight hundred and thirty-three, are comprised in the First and Second Parts of the Schedule annexed to this Act, the Hereditaments and Premises mentioned in the Second Part of the same Schedule being Part of the Hereditaments and Premises which were included in the said Indenture of the Ninth Day of *June* One thousand eight hundred and thirty-one: And whereas there hath been and is Issue only of the said Marriage between the said *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* and *Barbara Yelverton* Marchioness of *Hastings*, Baroness *Grey de Ruthyn*, his Wife, a Son, namely, the Right Honourable *Paulyn Reginald Serlo Rawdon Hastings*, commonly called Earl of *Rawdon*, born the Second Day of *June* One thousand eight hundred and thirty-two, and a Daughter, namely, the Right Honourable *Edith Maud Rawdon Hastings*, commonly called Lady *Edith Maud Rawdon Hastings*, born the Tenth Day of *December* One thousand eight hundred and thirty-three: And whereas the said Manor House at *Brandon* aforesaid is small and inconvenient, and unsuitable as a Residence for the said *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* and *Barbara Yelverton* Marchioness of *Hastings* and Baroness *Grey de Ruthyn*, his Wife, and their Issue, and when the said *London and Birmingham* Railway shall be completed the said Manor House will be materially deteriorated and affected by the Line of the said Railway, which will cross the said Estate at *Brandon* aforesaid within about Two hundred and fifty Yards of the Front of the said Manor House, and will intercept the View therefrom by means of the Embankment of the said Railway on that Part of the Line thereof, which Embankment will be when completed Thirty-five Feet high: And whereas the said several Estates, Hereditaments, and Premises situate at *Brandon*, *Bretford*, and *Brinklow* aforesaid in the said County of *Warwick*, comprised in the said firstly herein-before recited Indenture of Settlement of the Twenty-ninth Day of *July* One thousand eight hundred and thirty-one, and in the said recited Indenture of Release of the Fourteenth Day of *February* One thousand eight hundred and thirty-three, and in the said recited Deed Poll of the Third Day of *February* One thousand eight hundred and thirty-four, and not disposed of to the *London and Birmingham* Railway Company in manner aforesaid, are situate at a Distance from and are inconvenient to be held with the Mansion House of *Donington* in the said County of *Leicester*, and the Settled Estates of the said *George Augustus Francis Rawdon Hastings* Marquis of *Hastings*, and of his said Son and Daughter, situate in the Counties of *Leicester* and *Derby*, the Residence of the said *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* and of his Ancestors through a long Series of Years, and on account of such Distance the Management thereof is attended with an Expence which would not be necessary if the same

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were near to the other Settled Estates ; and the said *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* and *Barbara Yelverton* Marchioness of *Hastings*, Baroness *Grey de Ruthyn*, his Wife, being well satisfied that it will be for the Benefit of themselves and their Issue, being Owners for the Time being of the said Mansion House and last-mentioned Estates, that the said Estates in the County of *Warwick* should be sold, and Estates more conveniently situate and admitting of more convenient Superintendence and better Management should be purchased in lieu thereof, are desirous that all the said Estates so situate in the County of *Warwick* should be forthwith sold, and the Money arising therefrom laid out and invested in the Purchase of other Manors, Messuages, Lands, Tenements, and Hereditaments, to be situate more convenient to be held with the said Mansion House of *Donington* aforesaid, and to be settled to and upon the same Uses and Trusts as the said Estates, Hereditaments, and Premises in the said County of *Warwick* so intended to be sold do now stand limited under and by virtue of the said firstly herein-before recited Indenture of Settlement of the Twenty-ninth Day of *July* One thousand eight hundred and thirty-one, the said recited Indenture of Release of the Fourteenth Day of *February* One thousand eight hundred and thirty-three, and the said recited Deed Poll of the Third Day of *February* One thousand eight hundred and thirty-four respectively, or such and so many of the same Uses and Trusts as shall at the Time of the Completion of such Purchase or Purchases be subsisting or capable of taking effect : But inasmuch as this Object and Desire of the said *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* and *Barbara Yelverton* Marchioness of *Hastings*, Baroness *Grey de Ruthyn*, cannot be effected and carried into complete Execution without the Aid and Authority of Parliament, wherefore Your Majesty's most dutiful and loyal Subjects the said *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* and *Barbara Yelverton* Marchioness of *Hastings*, Baroness *Grey de Ruthyn*, his Wife, on behalf of themselves respectively and of the said *Paulyn Reginald Serlo Rawdon Hastings* Earl of *Rawdon* and *Lady Edith Maud Rawdon Hastings*, their infant Children, do most humbly beseech Your Majesty that it may be enacted ; and be it enacted by the King'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 after the passing of this Act all that the Manor of *Brandon* otherwise *Brawne* in the County of *Warwick*, with the Rights, Royalties, Members, and Appurtenances thereunto belonging, and also all and singular the Capital and other Messuages, Cottages, Farms, Closes, Lands, Tenements, Tithes, and Hereditaments situate, lying, and being, or arising, renewing, or becoming due at *Brandon*, *Bretford*, and *Brinklow* in the said County of *Warwick*, which were comprised in the firstly herein-before recited Indenture of Settlement of the Twenty-ninth Day of *July* One thousand eight hundred and thirty-one, and in the said recited Indenture of the Fourteenth Day of *February* One thousand eight hundred and thirty-three, and in the said recited Deed Poll of the Third Day of *February* One thousand eight hundred and thirty-four, and which Hereditaments are particularly mentioned and described in the First Part of the Schedule to  
this

Estates in  
 First Part of  
 the Schedule  
 vested in  
 Trustees  
 for Sale.

this Act annexed, with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, shall be vested in and settled upon, and the same are hereby absolutely vested in and settled upon, the said *George John Viscount Forbes*, *Sir Charles Abney Hastings*, and *John Balguy*, their Heirs and Assigns, to the Use of them the said *George John Viscount Forbes*, *Sir Charles Abney Hastings*, and *John Balguy*, their Heirs and Assigns for ever, freed and absolutely acquitted, exonerated, and discharged of and from all and singular the Uses, Estates, Jointures, Limitations, Restrictions, Trusts, Entails, Remainders, Reversions, Charges, Powers, Provisoos, Declarations, and Agreements whatsoever in and by the said firstly herein-before recited Indenture of Settlement of the Twenty-ninth Day of *July* One thousand eight hundred and thirty-one, and the said recited Indenture of the Fourteenth Day of *February* One thousand eight hundred and thirty-three, and the said recited Deed Poll of the Third Day of *February* One thousand eight hundred and thirty-four respectively, or any or either of the same Deeds respectively, limited, expressed, declared, and contained or referred to of or concerning the same respectively, or any Part or Parts thereof, save and except any Lease or Leases or Agreement or Agreements for any Lease or Leases which have been or may be duly entered into or granted of the same Premises or any Part thereof pursuant to the Power of leasing the same; nevertheless upon Trust that they the said *George John Viscount Forbes*, *Sir Charles Abney Hastings*, and *John Balguy*, their Heirs or Assigns, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, do and shall as soon as conveniently may be; and they and he are and is hereby authorized and required, at any Time or Times and from Time to Time after the passing of this Act, with the Consent in Writing of the said *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* and *Barbara Yelverton* Marchioness of *Hastings*, *Baroness Grey de Ruthyn*, his Wife, or of the Survivor of them, and after the Decease of such Survivor with the Consent in Writing of the Person or Persons who, under or by virtue or means of the Limitations contained in the said firstly herein-before recited Indenture of Release and Settlement of the Twenty-ninth Day of *July* One thousand eight hundred and thirty-one, and in the said recited Deed Poll of the Third Day of *February* One thousand eight hundred and thirty-four, would, if this present Act had not been passed, have for the Time being been beneficially entitled to the first or immediate Estate of Freehold of and in the said Manor, Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments hereby vested and settled as aforesaid, if such Person or Persons shall be of full Age, but if under Age then with the Consent in Writing of his, her, or their Guardian or respective Guardians during his, her, or their Minority or respective Minorities, make sale and dispose of the said Manor, Messuages, Lands, Tithes, Tenements, and Hereditaments hereby vested and settled as aforesaid, or any Part or Parts thereof, either at one Time or several Times, and either together or in Parcels, and either by public Auction or private Contract, or partly by public Auction and partly by private Contract, with their Rights, Members, and Appurtenances, unto any Person or Persons whomsoever, and for the best Price or Prices which they the said

said *George John Viscount Forbes*, *Sir Charles Abney Hastings*, and *John Balguy*, their Heirs or Assigns, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, can reasonably obtain, with full Power, Liberty, and Authority to buy in any Part or Parts of the said Hereditaments which may be put up or offered for Sale at any Auction, or any Part thereof, and to re-sell the same at any future Auction, or by private Contract, without being answerable for any Loss which may happen by such Re-sale, and to do, perform, and execute all such Acts, Deeds, Matters, and Things as in the Opinion and Judgment of the said Trustees or Trustee for the Time being may be requisite and proper for the Purpose of effectuating such Sale or Sales; and upon this further Trust, that upon Payment of the Monies to arise by such Sale or Sales into the Bank of *England*, in manner herein-after mentioned, they the said *George John Viscount Forbes*, *Sir Charles Abney Hastings*, and *John Balguy*, their Heirs or Assigns, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, do and shall convey and assure the said Hereditaments and Premises so to be sold and disposed of, with their Rights, Royalties, Members, and Appurtenances, unto and to the Use of such Person or Persons who shall become the Purchaser or Purchasers of the same, and to his, her, or their Heirs or Assigns, or in such Manner as such Purchaser or Purchasers shall respectively direct or appoint, absolutely freed and discharged as herein-before is mentioned.

Estates in  
Second Part  
of Schedule  
vested in  
Trustees  
for Sale.

II. And be it further enacted, That from and after the passing of this Act all and singular the Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments situate, lying, and being, or arising, renewing, or becoming due at *Brandon* aforesaid in the County of *Warwick*, which were comprised in the said firstly mentioned Indenture of the Ninth Day of *June* One thousand eight hundred and thirty-one, in the said firstly herein-before recited Indenture of Settlement of the Twenty-ninth Day of *July* One thousand eight hundred and thirty-one, and in the said recited Deed Poll of the Third Day of *February* One thousand eight hundred and thirty-four, and are more particularly mentioned and described in the Second Part of the Schedule to this Act annexed, with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, shall be vested in and settled upon, and the same are hereby absolutely vested in and settled upon, the said *George John Viscount Forbes*, *Sir Charles Abney Hastings*, and *John Balguy*, their Heirs and Assigns, to the Use of them the said *George John Viscount Forbes*, *Sir Charles Abney Hastings*, and *John Balguy*, their Heirs and Assigns for ever, freed and absolutely acquitted, exonerated, and discharged of and from all and singular the Uses, Estates, Jointures, Limitations, Restrictions, Trusts, Entails, Remainders, Reversions, Charges, Powers, Provisoes, Declarations, and Agreements whatsoever in and by the said firstly-mentioned Indenture of the Ninth Day of *June* One thousand eight hundred and thirty-one, and the firstly herein-before recited Indenture of Settlement of the Twenty-ninth Day of *July* One thousand eight hundred and thirty-one, and the said recited Deed Poll of the Third Day of *February* One thousand eight hundred and thirty-four, respectively limited, expressed, declared, and contained



tained or referred to of or concerning the same last-mentioned Hereditaments respectively, or any Part or Parts thereof, save and except any Lease or Leases or Agreement or Agreements for any Lease or Leases which have been or may be duly entered into or granted of the same last-mentioned Premises or any Part thereof pursuant to the Power of leasing the same; nevertheless upon Trust that they the said *George John Viscount Forbes*, *Sir Charles Abney Hastings*, and *John Balguy*, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, do and shall as soon as conveniently may be, and they and he are and is hereby authorized and required, at any Time or Times and from Time to Time after the passing of this Act, with the Consent in Writing of the said *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* and *Barbara Yelverton* Marchioness of *Hastings*, Baroness *Grey de Ruthyn*, his Wife, and of the said *Ann Maria* Dowager Baroness *Grey de Ruthyn*, or of the Survivors or Survivor of them, and after his or her Decease with the Consent in Writing of the Person or Persons who, under or by virtue of the Limitations contained in the said firstly herein-before recited Indenture of Release and Settlement of the Twenty-ninth Day of *July* One thousand eight hundred and thirty-one and the said recited Deed Poll of the Third Day of *February* One thousand eight hundred and thirty-four, would, if this present Act had not been passed, have for the Time being been beneficially entitled to the actual Estate of Freehold of and in the said last-mentioned Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments hereby vested and settled as last aforesaid, if such Person or Persons shall be of full Age, but if under Age then with the Consent in Writing of his, her, or their Guardian or respective Guardians during his, her, or their Minority or respective Minorities, make sale and dispose of the said last-mentioned Messuages, Farms, Lands, Tenements, Tithes, and Hereditaments hereby vested and settled as last aforesaid, or any Part or Parts thereof, either at one Time or at several Times, and either together or in Parcels, and either by public Auction or private Contract, or partly by public Auction and partly by private Contract, with their Rights, Members, and Appurtenances, unto any Person or Persons whomsoever, and for the best Price or Prices which they the said *George John Viscount Forbes*, *Sir Charles Abney Hastings*, and *John Balguy*, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, can reasonably obtain, with full Power, Liberty, and Authority to buy in any Part or Parts of the said last-mentioned Hereditaments which may be put up or offered for Sale at any Auction, or any Part thereof, and to re-sell the same at any future Auction, or by private Contract, without being answerable for any Loss which may happen by such Re-sale, and to do, perform, and execute all such Acts, Deeds, Matters, and Things as in the Opinion and Judgment of the said Trustees or Trustee for the Time being may be requisite and proper for the Purpose of effectuating such Sale or Sales; and upon this further Trust, that upon Payment of the Monies to arise by such Sale or Sales as last aforesaid into the Bank of *England*, in manner herein-after mentioned, they the said *George John Viscount Forbes*, *Sir Charles Abney Hastings*, and *John Balguy*, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, do and shall convey and assure the said last-mentioned Hereditaments

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and

and Premises so to be sold and disposed of, with their Rights, Members, and Appurtenances, unto and to the Use of such Person or Persons who shall become the Purchaser or Purchasers of the same, and to his, her, or their Heirs and Assigns, or in such Manner as such Purchaser or Purchasers shall respectively direct or appoint, absolutely freed and discharged as lastly herein-before is mentioned.

Estate in Second Part of Schedule not to be sold during the Life of the Dowager Baroness Grey de Ruthyn without her Consent, and if sold to be sold separate.

III. Provided always, and be it further enacted, That during the Life of the said *Ann Maria Dowager Baroness Grey de Ruthyn* no such Sale shall be made of all or any Part of the Hereditaments comprised in the Second Part of the Schedule to this Act, without the Consent in Writing of the said *Ann Maria Dowager Baroness Grey de Ruthyn*; and further, that if all or any Part of the Lands and Hereditaments comprised in the Second Part of the Schedule to this Act should be sold in the Lifetime of the said *Ann Maria Dowager Baroness Grey de Ruthyn*, then and in that Case the same shall be sold in One or more distinct Lot or Lots, or at One or more separate and distinct and specified Price or Prices, so that the Produce of the Sale of the same Lands and Hereditaments, or of any of them so sold, may be ascertainable and distinguishable from the Purchase Money of any other Lands and Hereditaments.

Estate in Second Part of Schedule not to be conveyed until an Estate to be substituted shall have been purchased or contracted for.

IV. And be it further enacted by the Authority aforesaid, That for preserving to the said *Ann Maria Dowager Baroness Grey de Ruthyn*, during her Life, a continuing Income, with as little Interval or Interruption as Circumstances will reasonably admit, no Conveyance shall, in the Lifetime of the said *Ann Maria Dowager Baroness Grey de Ruthyn*, be made of all or any of the Hereditaments comprised in the Second Part of the Schedule to this Act, unless the Trustee or Trustees for the Time being of this Act shall, at or before the Time of such Conveyance, or each respective Conveyance if more than One, have actually purchased and obtained a Conveyance of, or have contracted to purchase and have approved of and accepted the Title to other Lands and Tenements, to be paid for with the Money arising from the Sale of the Hereditaments comprised in the Second Part of the Schedule to this Act, or the Sale of some of them.

Purchase Monies to be paid into the Bank in the Name of the Accountant General of the Court of Chancery.

V. And be it further enacted, That all and every the Sums and Sum of Money which shall arise from any Sale or Sales to be made under this Act of the Manor, Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments comprised in the First and Second Parts of the Schedule to this Act, or any Part of the same, shall be paid by the Person or Persons to whom such Sale or respective Sales shall be made into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there "*ex parte* the Purchasers of the Estates settled on the Marriage of the Most Honourable *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* with the Right Honourable *Barbara Yelverton* Baroness *Grey de Ruthyn*," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the general Rules and Orders of the said Court, and without Fee or

Reward,

Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four; and if any such Sales should be made in the Lifetime of the said *Ann Maria* Dowager Baroness *Grey de Ruthyn*, then as to the Money arising from such Sales such Payment shall express whether the same be on account of the Purchase of Hereditaments in the First or the Second Part of the Schedule to this Act, by the Words "being Hereditaments not subject to the Jointure Estate of the Right Honourable *Ann Maria* Dowager Baroness *Grey de Ruthyn*," or, as the Case may require, by the Words "being Hereditaments subject to the Jointure Estate of the Right Honourable *Ann Maria* Dowager Baroness *Grey de Ruthyn*," or by Terms to the same or the like Effect.

VI. And be it further enacted, That the Certificate or Certificates of the Accountant General of the said Court of Chancery, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England* to be thereto annexed and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England* by the Person or Persons becoming the Purchaser or Purchasers of the Hereditaments and Premises hereby authorized to be sold, or any of them, or any Part or Parts thereof, of his, her, or their Purchase Money or Purchase Monies, shall be from Time to Time and at all Times a good and sufficient Discharge and good and sufficient Discharges to such Person or Persons, and to his, her, and their respective Heirs, Executors, Administrators, and Assigns, for the said Purchase Money, or so much thereof for which such Certificate or Certificates, Receipt or Receipts, shall be respectively so given; and that after filing such Certificate or Certificates, Receipt or Receipts as aforesaid, such Purchaser or Purchasers, and his, her, or their Heirs, Executors, Administrators, and Assigns, shall be and is and are hereby absolutely and for ever freed, acquitted, and discharged of and from the same Purchase Money and Purchase Monies, and shall not be answerable or accountable for any Loss, Misapplication, or Non-application thereof, or of any Part thereof.

Certificate of the Accountant General, with the Receipt of the Cashier of the Bank, to discharge the Purchasers.

VII. And whereas by the said Act passed in the Third Year of the Reign of His present Majesty it is (amongst other Things) enacted, that if any Money should be agreed or awarded to be paid for the Purchase of any Lands to be taken or used by virtue of the Powers of the said Act, which any Corporation, Tenant for Life or in Tail, or Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Idiot, Lunatic, Feme Coyert, or other Cestuique Trust, or any Person whose Lands were limited in strict or other Settlement, or any Person under any other Disability or Incapacity, should be entitled unto, interested in, or thereby capacitated to convey, such Money should, in case the same should amount to or exceed the Sum of Two hundred Pounds, be paid into the Bank of *England* in the Name and with the Privy of the Accountant General of the Court of Exchequer, to be placed to his Account there "*ex parte* the *London and Birmingham* Railway Company," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for better securing Monies and Effects paid into*

The Sum of 1,447l. 10s. paid into the Exchequer, pursuant to 3 W. 4. c. xxxvi. to be transferred to the Accountant General of the Court of Chancery.

into the Court of Exchequer at Westminster on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes, and the general Orders of the said Court, and without Fee or Reward; and should, when so paid in, there remain until the same should, by Order of the said Court made in a summary Way upon Petition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the said Lands, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or other Incumbrance, affecting the said Lands, or affecting other Lands standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, as the said Court of Exchequer should authorize to be purchased or paid, or such Part thereof as should be necessary; or until the same should, upon the like Application, be laid out, by Order of the said Court made in a summary Way, in the Purchase of other Lands, which should be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands which should be so purchased, taken, or used as aforesaid, or in respect of which such Compensation or Satisfaction should be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement should be existing undetermined or capable of taking effect; and in the meantime and until such Purchase could be made the said Money might, by Order of the said Court, upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Cent.* Consolidated or Three Pounds *per Cent.* Reduced Bank Annuities, or in Government or Real Securities; and in the meantime and until such Annuities or Securities should be ordered by the said Court to be sold for the Purposes aforesaid, or should be called in or cancelled, the Dividends or Interest and annual Produce thereof should from Time to Time, by Order of the said Court, be paid to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands so to be purchased and settled: And whereas it is expedient that the said Sum of One thousand four hundred and forty-seven Pounds Ten Shillings now in the Bank of *England* in the Name of the Accountant General of the said Court of Exchequer "*ex parte* the *London and Birmingham Railway Company*," should be paid, applied, and disposed of in such Manner and for such Purposes as is hereby directed of and concerning the Money which shall arise from any such Sale or Sales to be made under this Act of the Manor, Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments comprised in the First Part of the Schedule to this Act: Be it therefore enacted, That the said Sum of One thousand four hundred and forty-seven Pounds Ten Shillings now in the Bank of *England* in the Name of the Accountant General of the said Court of Exchequer, "*ex parte* the *London and Birmingham Railway Company*," shall, as soon as conveniently may be after the passing of this Act, and on Notice of this Act to the Accountant General of the Court of Exchequer by Delivery to him of such printed Copy thereof as is herein-after provided, and to be admissible as Evidence of this Act, be transferred by the Accountant General of the Court of Exchequer from his Account with the Bank of *England* into the Name and with the Privity of the Accountant General

of the said Court of Chancery, to be placed to his Account with the Bank of *England*, “*ex parte* the Purchasers of the Estates settled on the Marriage of the Most Honourable *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* with the Right Honourable *Barbara Yelverton* Baroness *Grey de Ruthyn*, being Hereditaments not subject to the Jointure Estate of the Right Honourable *Ann Maria* Dowager Baroness *Grey de Ruthyn*,” pursuant to the Method prescribed by the said Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the general Rules and Orders of the said Court of Chancery, and without Fee or Reward, according to the said Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four, and to be held and applied by the Accountant General of the High Court of Chancery in like Manner and for the like Purposes as the same is applicable by the Accountant General of the Court of Exchequer, and to be under the Order and Controul of the High Court of Chancery in like Manner as the same is directed by the said recited Act to be under the Order and Controul of His Majesty’s Court of Exchequer.

VIII. And whereas it is expedient that the said Sum of Eight hundred and fifty-seven Pounds Ten Shillings now in the Bank of *England* in the Name of the Accountant General of the said Court of Exchequer, “*ex parte* the *London and Birmingham* Railway Company,” should be paid, applied, and disposed of in such Manner and for such Purposes as is hereby directed of and concerning the Money which shall arise from any Sale or Sales to be made under this Act of the Messuage, Farm, Lands, Tithes, and Hereditaments comprised in the Second Part of the Schedule to this Act; be it therefore enacted, That the said Sum of Eight hundred and fifty-seven Pounds Ten Shillings now in the Bank of *England* in the Name of the Accountant General of the Court of Exchequer, “*ex parte* the *London and Birmingham* Railway Company,” shall, as soon as conveniently may be after the passing of this Act, and on Notice of this Act to the Accountant General of the Court of Exchequer by Delivery to him of such printed Copy as aforesaid, be transferred by the Accountant General of the Court of Exchequer from his Account with the Bank of *England* into the Name and with the Privity of the Accountant General of the said Court of Chancery, to be placed to his Account with the said Bank of *England*, “*ex parte* the Purchasers of the Estates settled on the Marriage of the Most Honourable *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* with the Right Honourable *Barbara Yelverton* Baroness *Grey de Ruthyn*, being Hereditaments subject to the Jointure Estate of the Right Honourable *Ann Maria* Dowager Baroness *Grey de Ruthyn*,” pursuant to the Method prescribed by the said Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the general Rules and Orders of the said Court of Chancery, and without Fee or Reward, according to the said Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four, and to be held and applied by the said Accountant General of the High Court of Chancery in like Manner and for the like Purposes as the same is applicable by the Accountant General of the said Court of Exchequer, and to be under the Order and Controul of the High Court of Chancery in

The Sum of  
857l. 10s.  
to be trans-  
ferred in the  
same Manner.

[*Private.*]

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like

like Manner as the same is directed by the said recited Act to be under the Order and Controul of His Majesty's Court of Exchequer.

Monies paid into the Bank to be applied in purchasing other Lands; to be settled to the same Uses.

IX. And be it further enacted, That all Monies which shall be so paid into the Bank as aforesaid on account of Sales made under the Authority of this Act, and which shall not be applied in Payment of Costs, Charges, and Expences as herein-after mentioned, shall, upon Petition or Petitions to be preferred to the said Court of Chancery in a summary Way, at any Time and from Time to Time, by the said *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* and *Barbara Yelverton* Marchioness of *Hastings*, Baroness *Grey de Ruthyn*, his Wife, or the Survivor of them, during their, his, or her Lives or Life, and after the Decease of the Survivor of them by the Person or Persons who for the Time being would be entitled to the Rents and Profits of the Hereditaments and Premises to be purchased by virtue of this Act if the same were purchased and settled as herein-after is mentioned, or by the Guardian or respective Guardians of such Person or Persons, on his, her, or their Behalf, in case of Minority, be laid out and invested, under the Direction of the said Court, in the Purchase of such Freehold or Copyhold Manors, Messuages, Lands, Tenements, or Hereditaments, whereof not more than One Sixth Part shall be Copyhold, to be situate in any Part of *England*, and to be free from Incumbrances, except Chief and Quit Rents and Services, and Leases at improved Rents, as shall be approved of by the said Court of Chancery; and from and immediately after the making of such Purchase or Purchases the Manors, Messuages, Lands, Tenements, and other Hereditaments so to be purchased shall be respectively conveyed, surrendered, settled, and assured to, upon, and for the Uses, Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Conditions, Limitations, Declarations, and Agreements herein-after expressed, declared, or referred to of or concerning the same; (that is to say,) as to the Manors, Messuages, Lands, Tenements, Rents, and other Hereditaments to be purchased with the Monies to arise from the Sale of the Manor, Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments comprised in the First Part of the Schedule to this Act, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations, to, upon, with, under, and subject to which the said Manor, Messuages, Farms, Lands, Tenements, Tithes, and Hereditaments comprised in the said First Part of the said Schedule would have remained subject and liable under and by virtue of the said firstly herein-before recited Indenture of Settlement of the Twenty-ninth Day of *July* One thousand eight hundred and thirty-one and the said recited Indenture of Release of the Fourteenth Day of *February* One thousand eight hundred and thirty-three, except as altered or varied by the said recited Deed Poll of the Third Day of *February* One thousand eight hundred and thirty-four, and also under or by virtue or means of the same Deed Poll respectively, if this Act had not been passed, or such and so many of the same Uses, Trusts, Intents, Purposes, Powers, Provisoos, Limitations, Agreements, and Declarations as shall be then subsisting and capable of taking effect, or as near thereto as the Deaths of Parties and other Contingencies may admit; and as to the

Messuages, Farms, Lands, Tenements, and Hereditaments to be purchased with the Monies to arise from the Sale of the Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments comprised in the Second Part of the Schedule to this Act, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations to, upon, for, with, under, and subject to which the said Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments comprised in the Second Part of the said Schedule would have remained subject and liable under and by virtue of the said firstly mentioned Indentures of the Eighth and Ninth Days of *June* One thousand eight hundred and thirty-one and the said firstly herein-before recited Indenture of Settlement of the Twenty-ninth Day of *July* One thousand eight hundred and thirty-one, except as altered or varied by the said recited Deed Poll of the Third Day of *February* One thousand eight hundred and thirty-four, and also under or by virtue or means of the same Deed Poll, if this Act had not been passed, or such and so many of the same Uses, Trusts, Intents, Purposes, Limitations, Agreements, and Declarations as shall be then subsisting and capable of taking effect, or as near thereto as the Deaths of Parties and other Contingencies may admit.

X. Provided always, and be it further enacted, That during the Lifetime of the said *Ann Maria* Dowager Baroness *Grey de Ruthyn* no such Purchase shall be made of such last-mentioned Messuages, Farms, Lands, and Hereditaments without the previous Consent in Writing of the said *Ann Maria* Dowager Baroness *Grey de Ruthyn*.

Consent required for Sale of certain Part of Lands, &c.

XI. And be it further enacted, That all Sums of Money which shall be paid into the Bank of *England* in the Name of the said Accountant General in manner herein-before directed, and on account of Sales made under the Authority of this Act, or so much thereof as shall not be directed by the said Court of Chancery to be applied in the Payment of Costs, Charges, and Expences according to the Directions herein-after contained, shall in the meantime and until the same shall be invested in such Purchase or Purchases as aforesaid be from Time to Time laid out, under the Direction of the said Court of Chancery, in the Purchase of Navy or Victualling or Exchequer Bills, and the Interest arising from the Money so laid out in the Purchase of such Navy or Victualling or Exchequer Bills, and the Money to be received from the same as they shall respectively be paid off by Government, shall be laid out from Time to Time, in the Name of the said Accountant General, in the Purchase of other Navy, Victualling, or Exchequer Bills; provided that it shall and may be lawful for the said Court of Chancery to make such general or special Order or Orders (if necessary), that whensoever the Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in the Course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in exchange for those which are so in course of Payment as shall be effectual for enabling such Receipt in exchange, and in that Case the Interest of the old Bills shall be laid out as herein-before directed with respect to the Interest of the Bills which may be paid off; and

Monies paid into the Bank to be vested in Exchequer Bills until laid out in the Purchase of Lands.

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all the said Navy, Victualling, or Exchequer Bills, whether purchased or received in exchange, shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases shall be found and approved as herein-before directed, and until the same shall, upon Petition to be preferred to the said Court of Chancery in a summary Way by the said *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* and *Barbara Yelverton* Marchioness of *Hastings*, Baroness *Grey de Ruthyn*, his Wife, or the Survivor of them, or the Person or Persons who for the Time being shall be beneficially entitled in Possession to the Rents and Profits of the Hereditaments so to be purchased as aforesaid, or if such Person or Persons shall be under Age, then by his, her, or their Guardian or Guardians, and also, if living, by the said *Ann Maria* Dowager Baroness *Grey de Ruthyn* as to that Fund in which she is interested, be ordered to be sold by the said Accountant General for completing such Purchase or Purchases hereby authorized to be made as aforesaid, in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money when laid out, then and in such Case only the Surplus which shall remain, after discharging the Expences of the Application to the Court, shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Hereditaments directed to be purchased in case the same had been actually purchased in pursuance of this Act, or to the Representatives of such Person or Persons, as Part of his, her, or their Personal Estate.

Directions as  
to Taxation  
and Payment  
of Costs.

XII. Provided always, and be it further enacted, That it shall and may be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, from Time to Time to make such Order or Orders as the said Court shall think fit for taxing and settling all Costs, Charges, and Expences which have been or shall be incurred preparatory or incident to and attending the soliciting and applying for and obtaining and passing this Act, or which may in anywise relate thereto, and also all Costs, Charges, and Expences which may be incurred or occasioned in making the several Applications to the said Court in pursuance of this Act, and in making out and perfecting the Titles to the said Estates, and in preparing for, conducting, effectuating, and completing the Sale or respective Sales of the said Manor, Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments hereby made saleable, and in investing all or any of the Monies which under this Act shall be paid into the Bank of *England* in the Purchase of other Manors, Lands, and Hereditaments, according to the Directions herein contained, or otherwise in carrying the Trusts and Purposes of this Act into complete Execution; and also from Time to Time to make such Order or Orders as the said Court shall think fit for the Payment of such Costs, Charges, and Expences as aforesaid, out of the Monies which shall arise from the respective Sales under this Act, and which shall be so respectively paid into the Bank as aforesaid, or out of the Money arising from the Sale of the Navy, Victualling, or Exchequer Bills to be purchased as aforesaid, or out of the said Sums of One thousand four hundred and forty-seven Pounds



Pounds Ten Shillings and Eight hundred and fifty-seven Pounds Ten Shillings, or out of any Money arising from the Sale of Stock respectively purchased therewith; and it shall be lawful for the said Court of Chancery from Time to Time to make such further Order or Orders in the Premises as the said Court shall think fit.

XIII. And be it further enacted and declared, That in the meantime and until such Sale or respective Sales and Conveyance or Conveyances shall be made of the said Hereditaments and Premises by this Act respectively authorized to be sold, the Rents and Profits of the same Hereditaments and Premises, or of so much and such Part thereof respectively as shall for the Time being and from Time to Time remain unsold, shall be received and taken or enjoyed by such Person or Persons as would respectively have been entitled to have had, received, and enjoyed the same in case this Act had not been passed; and also that, subject and without Prejudice to the said Trusts for Sale, the Hereditaments which from Time to Time shall remain unsold shall in Equity be subject to the same Estate and Interest, and may in Equity be conveyed and assured, devised and appointed by the same Person or Persons, and for the same or the like Estates, as if this Act had not passed.

Until Sales,  
Rents to be  
received by  
the Parties  
entitled.

XIV. And be it further enacted, That in case the said *George John Viscount Forbes*, *Sir Charles Abney Hastings*, and *John Balguy*, or any or either of them, or any future Trustee or Trustees to be appointed in their or either of their Stead as herein-after is mentioned, shall die, or be absent from *England* for the Space of One whole Year, or be desirous of being discharged from, or decline to act or become incapable of acting in, the Trusts or Powers hereby created, and in or to him or them respectively reposed and given, then and in such Case and when and so often as the same shall happen it shall and may be lawful for the said High Court of Chancery in a summary Way, on a Petition to be preferred by the said *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* and *Barbara Yelverton* Marchioness of *Hastings*, *Baroness Grey de Ruthyn*, his Wife, or the Survivor of them, or by the Person or Persons who for the Time being would be beneficially entitled to the Rents and Profits of the Hereditaments and Premises by this Act respectively authorized to be sold in case the same had not been passed, or if such Person or Persons shall be under the Age of Twenty-one Years, then upon the Petition of his, her, or their Guardian or respective Guardians during his, her, or their Minority or respective Minorities, on his, her, or their Behalf, and jointly with the said *Ann Maria* Dowager *Baroness Grey de Ruthyn*, if living, from Time to Time to appoint any Person or Persons, to be named or approved of by the said Court, to be a Trustee or Trustees in the Room or Stead of the Trustee or Trustees so dying, or having been absent from *England*, or desirous of being discharged, or declining or becoming incapable to act as aforesaid, and thereupon all the said Trust Estates, or such of them as shall remain unsold, shall with all convenient Speed be conveyed and transferred so and in such Manner as to become legally and effectually vested in such new Trustee or Trustees solely, or jointly with the continuing Trustee or Trustees, as the Circumstances of the Case shall require, and upon

Power for  
the Court of  
Chancery to  
appoint new  
Trustees.

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the same Trusts, and for the same Uses, Intents, and Purposes, as are herein declared of and concerning the same, or such of them as shall be then subsisting and capable of taking effect; and such new Trustee or Trustees shall to all Intents, Effects, Constructions, and Purposes whatsoever have all the Powers and Authorities of the Trustee, or Trustee or Trustees, in whose Room and Stead he or they shall be so substituted or appointed.

Indemnity  
of Trustees.

XV. Provided always, and be it further enacted, That the Trustees hereby appointed, and each and every of them, and the Heirs, Executors, Administrators, and Assigns of them and each and every of them, shall be charged and chargeable respectively only for such Money as he and they shall respectively actually receive by virtue of or under this Act, 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 or accountable for the other or others of them or any or either of them, or for the Acts, Receipts, Neglects, or Defaults of the other or others of them, but each and every of them only for his own Acts, Receipts, Neglects, or Defaults respectively, and that any One or more of them shall not be answerable or accountable for any Banker, Broker, or other Person or Persons with whom or in whose Hands any Part of the said Trust Monies shall or may be deposited or lodged for safe Custody or otherwise in the Execution of the Powers or Trusts hereby created, and that he, they, or any of them shall not be answerable or accountable for any Insufficiency or Deficiency of or in any Security or Securities, Stocks, or Funds in or upon which the said Trust Monies or any Part thereof shall be placed out or invested by virtue of the Powers or in pursuance of the Trusts in this Act contained, nor for any other Misfortune, Loss, or Damage which may happen in the Execution of the said Powers and Trusts or in relation thereto, except the same shall happen by or through his or their own wilful Default respectively; and also that it shall be lawful for such Trustees and every of them, their and every of their Heirs, Executors, Administrators, and Assigns, from Time to Time, out of the Money which shall come to his and their respective Hands by virtue of the Trusts and Powers herein-before contained, to retain and reimburse to and for himself and themselves respectively, and also to allow to his and their Co-trustee and Co-trustees, all Costs, Charges, Damages, and Expences which he, they, or any of them shall sustain or disburse in or about the Execution of the aforesaid Trusts and Powers or in relation thereto.

General  
Saving.

XVI. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, or their Heirs, Successors, Executors, and Administrators, (other than except to the said *George Augustus Francis Rawdon Hastings* Marquis of *Hastings* and *Barbara Yelverton* Marchioness of *Hastings*, Baroness *Grey de Ruthyn*, his Wife, and the said *Ann Maria* Dowager Baroness *Grey de Ruthyn*, and all and every other Persons and Person having or claiming or to claim, or who shall or may hereafter have or claim or be entitled to claim, any Estate, Right, Title, or Interest of, in, to, or out of the

Hereditaments hereby vested and settled as herein-before is mentioned, or any Part thereof, under or by virtue or means of the said firstly-mentioned Indentures of the Eighth and Ninth Days of *June* One thousand eight hundred and thirty-one, or of the said firstly herein-before recited Indenture of Settlement of the Twenty-ninth Day of *July* One thousand eight hundred and thirty-one, or of the said recited Indenture of the Fourteenth Day of *February* One thousand eight hundred and thirty-three, or of the said recited Deed Poll of the Third Day of *February* One thousand eight hundred and thirty-four, or having or claiming or who shall or may have or claim or be entitled to claim the same respectively as Trustees or Trustee for all or any of the Persons beneficially interested under or by virtue of the said Indentures and Deed Poll respectively, or any or either of them,) all such Estate, Right, Title, Interest, Use, Trust, Claim, and Demand whatsoever of, in, to, or out of the same Manor, Messuages, Lands, Tithes, and Hereditaments, and every or any Part thereof respectively, as they, every or any of them had before the passing this Act, or could or might have had, held, enjoyed, or been entitled to in case this Act had not been passed.

XVII. And be it further enacted, That this Act shall be printed by the several Printers to the King'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 to be  
printed by  
the King's  
Printers.

## The SCHEDULE to which this Act refers.

## FIRST PART.

Parishes and Townships.	Tenants Names.	Description of Premises.	Quantities.			Annual Rents.		
			A.	R.	P.	£	s.	d.
Township of Brandon in the Parish of Wolston.	Asheton, William, Esquire.	House, Garden, Home- stead, and Land.	214	2	5	457	0	0
Same - - -	Abbey, William -	Cottage and Garden -	0	0	8	2	0	0
Same - - -	Brierly, John -	House, Garden, and Land.	2	2	19	35	0	0
Same - - -	Burdet, Sarah -	House, Garden, Home- stead, Orchard, Malt- kiln, and Land.	83	1	3	173	12	0
Township of Bretford in the Parish of Wolston.	Burdet, Jeremiah -	House, Yard, Garden, Orchard, Homestead, and Land.	24	1	16	} 171	10	0
Township of Brandon in the Parish of Wolston.	Ditto - - -	Land - - -	61	1	11			
Parish of Brinklow -	Burdet, William -	House, Homestead, Garden, and Land.	27	2	5	33	0	0
Township of Brandon in the Parish of Wolston.	Buckingham, Wil- liam.	Ditto Ditto Ditto Orchard and Ditto.	62	1	39	131	15	6
Same - - -	Coltman, William -	House, Garden, and Land.	1	1	10	4	1	0
Same - - -	Cooper, Robert -	Two Houses, Garden, and Land.	4	3	25	13	8	0
Township of Bretford in the Parish of Wolston.	Clark, Michael -	House and Garden -	0	0	6	1	7	0
Township of Brandon in the Parish of Wolston.	Copson, Edward -	House, Homestead, Garden, Orchard, and Land.	135	3	25	301	5	6
Same - - -	Ditto - - -	Lands - - -	205	1	30	419	12	0
Same - - -	Cave, Sarah -	House, Garden, and Land.	1	3	27	8	10	0
Same - - -	Eglestone, Thomas	House and Garden -	0	0	8	2	0	0
Same - - -	Eglestone, Isaac -	Ditto - - Ditto -	0	1	12	2	10	0
Same - - -	Everton, Samuel -	House, Garden, and Land.	1	2	26	6	5	6
Same - - -	Evans, William -	House and Garden -	0	0	12	2	0	0
Same - - -	Faux, Edward -	Ditto - - -	0	0	13	1	12	0
Same - - -	Freeman, Widow -	Ditto - - -	0	0	16	1	12	0
Same - - -	Freeman, John, jun.	Ditto - - -	0	0	12	2	10	0

Parishes and Townships.	Tenants Names.	Description of Premises.	Quantities.			Annual Rents.		
			A.	R.	P.	£	s.	d.
Township of Brandon in the Parish of Wolston.	Gupwell, Charles -	House and Garden -	0	1	14	2	10	0
Same - -	Hanson, John, jun.	House, Homestead, Garden, Orchard, and Land.	164	2	4	332	10	0
Same - -	Hancox, John -	House, Homestead, Yard, and Land.	5	0	24	13	0	0
Same - -	Hobley, Francis -	House and Garden.	0	0	11	1	12	0
Same - -	Mayo, James -	Ditto - -	0	0	8	2	0	0
Same - -	Moore, John -	Ditto, Homestead, and Land.	154	0	23	298	0	0
Township of Bretford in the Parish of Wolston.	Hackett, William -	House and Garden, Homestead and Land.	0	0	5	1	7	0
Township of Brandon in the Parish of Wolston.	Hackett, Thomas -	Ditto - -	0	0	10	1	10	0
Township of Bretford in the Parish of Wolston.	Hutt, William -	Ditto and Land -	0	2	0	2	8	6
Township of Brandon in the Parish of Wolston.	Hobley, James -	House - -	0	0	6	1	14	0
Same - -	Moore, William -	House, Garden, and Land.	4	2	18	15	15	0
Same - -	Newcombe, Thomas	Cottage and Garden -	0	0	6	0	10	0
Same - -	Owen, Samuel -	Ditto - -	0	0	13	2	10	0
Township of Bretford, Parish of Wolston.	Overseers of Poor -	Cottage - -	-	-	-	0	5	0
Same - -	Ditto - -	Four Cottages -	0	0	12	1	10	0
Township of Brandon in the Parish of Wolston.	Phillips, Mary -	House, Homestead, Garden, and Land.	201	1	13	396	10	0
Same - -	Prentice, Richard -	Cottage and Garden -	0	0	5	1	10	0
Same - -	Reeve, John -	Ditto - -	0	0	20	2	2	0
Same - -	Smith, William -	Ditto and Land -	1	0	23	5	0	0
Same - -	Smith, Ann -	Butcher's Shop, Cot- tage, and Garden.	0	0	8	2	15	0
Same - -	Whitworth, Ann -	Public House, Home- stead, Garden, and Land.	38	3	7	91	6	0
Same - -	Ward, Widow -	House, Garden, and Blacksmith's Shop.	0	0	12	3	10	0
Same - -	Wolf, Solomon -	House and Garden -	0	0	13	0	3	6
Same - -	Wells, John -	Ditto - -	0	0	23	1	10	0
Same - -	Wright, Thomas -	Ditto and Land -	2	0	35	9	10	0
	In hand - -	Woods, &c. - -	208	2	26	-	-	-
			1,610	1	27	2,961	8	6

[Private.]

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## QUIT RENTS.

Parishes and Townships.	Tenants Names.	Description.	—			Annual Payment.		
			—	—	—	£	s.	d.
Bretford	Brierly, John	Land	-	-	-	0	2	3
Brandon	Noye, William	Ditto	-	-	-	0	3	2
Bretford	Bradford, William	Ditto	-	-	-	0	4	0
Ditto	Ditto, Thomas	Ditto	-	-	-	0	3	2
Ditto	Buckingham, Elizabeth.	Garden	-	-	-	0	2	6
Ditto	Cope, Thomas	Land	-	-	-	0	13	4
Brandon	Hearne, Mrs.	Ditto	-	-	-	0	5	10
Bretford	Haynes, William	House	-	-	-	0	0	8
	Kemnish, James	Right to cut Flags in the River Avon.	-	-	-	3	0	0
Brandon	Brandon Mill Company.	A Pipe under the River	-	-	-	0	2	0
	Turner, Abraham	For Calthorpe in Leicestershire.	-	-	-	0	2	6
Brandon	Wilcox, Trustees	Land	-	-	-	0	5	0
Wolston	Ditto	Ditto	-	-	-	0	6	8
Bretford	Wilkins, Edward	Ditto	-	-	-	0	5	0
Ditto	J. Caldicott	Ditto	-	-	-	0	7	10
Brandon	Wilson, Stephen	For a Mill	-	-	-	2	3	4
						8	7	3

The GREAT OR RECTORIAL TITHES and TENTHS of LANDS in the Parish of WOLSTON in the County of WARWICK, as follows:

Townships.	Owners Names.	Tenants Names.	Quantities.			Annual Rent variable.		
			A.	R.	P.	£	s.	d.
Brandon	William Wilcox	John Ashmore	75	0	28	17	10	0
Ditto	S. Wilson	George Herbert	13	2	36	1	4	0
Ditto	Mrs. Noyes	John Brailey	36	0	0	4	12	0
Bretford	John Brailey	Himself	19	2	0	2	0	0
Ditto	William Bradford	Ditto	3	0	0	1	17	0
Ditto	Trustees of Stretton	William Bradford	6	0	0	2	16	0
Ditto	Thomas Cope	George Hammerton	84	0	18	15	0	0
Brandon	Miss Hearne	John Hanson	41	0	0	5	0	0
Bretford	— Caldicott	Jeremiah Burdett	11	2	0	1	0	0
			290	0	2	50	19	0

## SECOND PART.

Parish and Township.	Tenant's Names.	Description of Premises.	Quantity.			Annual Rent.		
Township of Brandon in the Parish of Wolston.	Copson, Edward -	House, Homestead, Garden, Orchard, and Land.	A. 135	R. 3	P. 25	£ 301	s. 5	d. 6

*John Mammatt.*

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