



ANNO PRIMO

VICTORIÆ REGINÆ.

Cap. 28.

An Act for authorizing Trustees to sell Part of the Settled Estates of the Right Honourable *Arthur Moyses William* Lord *Sandys*, in the Counties of *Worcester*, *Cambridge*, and *Bedford*, and for laying out the Monies to arise by such Sale in the Purchase of other Estates, to be settled to the same Uses; and also for authorizing the same Trustees to grant Leases for Building and Manufacturing Purposes of other Part of the said Settled Estates in the County of *Worcester*.

[12th July 1837.]

WHEREAS by Indentures of Lease and Release and Settlement, bearing Date respectively on or about the First and Second Days of *August* One thousand seven hundred and ninety-eight, the Release and Settlement being made between the Right Honourable *Anna Maria* Lady *Sandys* (since deceased), Widow and Relict of the Right Honourable *Edwin* then late Lord *Sandys*, Baron of *Ombersley* in the County of *Worcester*, deceased, of the First Part, the Most Honourable *Arthur* Marquis of *Downshire* in *Ireland* and Earl of *Hillsborough* in *Great Britain* (since deceased), and the Most Honourable *Mary* Marchioness of *Downshire* and Countess of *Hillsborough*, then his Wife, (also since deceased,) of the Second Part, the Most Honourable *James* then

Settlement
of 1st and
2d Aug. 1798.

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Marquis

Marquis of *Salisbury* and *William Hanbury* Esquire (both since deceased) of the Third Part, and the Right Honourable Sir *Richard Heron* Baronet (also since deceased) and Sir *John Dashwood King* Baronet of the Fourth Part, all that the Manor of *Ombersley*, with the Rights, Royalties, Members, and Appurtenances thereof, situate and being in the County of *Worcester*; and also all that Capital Messuage or Mansion House, with the Appurtenances, called *Ombersley Court*; and also all that the Perpetual Advowson and Right of Patronage of the Church of *Ombersley*; and also all that the Rectory Improprate of the Parish of *Ombersley*; and also all and singular the Messuages, Mills, Demesne Lands, Lands, Tenements, Meadows, Pastures, Wood Grounds, Tithes, Rents, Rights, Royalties, Franchises, and Hereditaments whatsoever, whereof or whereto the said *Edwin* then late Lord *Sandys*, or any Person or Persons in Trust for him, was or were seised or entitled for any Estate of Inheritance at the Time of his Decease, situate, lying, being, arising, happening, renewing, or increasing, or to be had, received, or taken, in or within the said Parish of *Ombersley*, or any of the Townships, Villages, Hamlets, Places, Precincts, or Territories of the same; and also all that Messuage or Tenement and Farm, with the Lands, Hereditaments, and Appurtenances thereunto belonging or appertaining, or therewith used or enjoyed, situate, lying, or being in *Acton* in the said Parish of *Ombersley*, and theretofore in the Tenure or Occupation of *Francis Tolley* Gentleman and *Mary* his Wife, or one of them, their or one of their Under-tenants or Assigns (which said Messuage, Farm, Lands, and Hereditaments in *Acton* aforesaid, or the Reversion thereof in Fee expectant on the Decease of the said *Mary*, were formerly purchased by the Right Honourable *Samuel* Lord *Sandys* deceased, Father of the said *Edwin* then late Lord *Sandys*, of and from *John Tolley* Gentleman); and also all that the Manor of *Wickhamford*, with the Rights, Royalties, Members, and Appurtenances thereof, situate and being in the said County of *Worcester*; and also all that Capital Messuage or Mansion House in *Wickhamford* in the said County of *Worcester* wherein *Thomas Timbrell* Yeoman did theretofore inhabit and dwell, formerly in the Tenure or Occupation of *Francis Holland* Gentleman, with its Appurtenances; and also all and singular the Messuages, Demesne Lands, Lands, Tenements, Meadows, Pastures, Wood Grounds, Rents, Rights, Royalties, Franchises, and Hereditaments whatsoever whereof or whereto the said *Edwin* then late Lord *Sandys*, or any Person or Persons in Trust for him, was or were seised or entitled for any Estate of Inheritance at the Time of his Decease, situate, lying, being, arising, happening, or renewing within the said Parish and Manor of *Wickhamford*, or either of them, with the Appurtenances; and also all that the late Commandery of *Shingey* otherwise *Shingay*, with the Appurtenances, in the Counties of *Cambridge* and *Bedford*, or one of them; and all those the Manors and Capital Messuages of *Shingey* otherwise *Shingay*, with the Appurtenances thereunto belonging, situate and being in the said Counties of *Cambridge* and *Bedford*, or in one of them; and all and singular the Messuages, Lands, Tenements, Rents, Reversions, Services, Advowsons, Courts Leet, Courts Baron, and other Courts, Liberties, Privileges, and Hereditaments whatsoever to the same belonging or in

anywise appertaining, situate, lying, and being within the several Towns, Parishes, Hamlets, and Fields of *Shingey* otherwise *Shingay*, *Arrington*, *Wendye*, *Abingdon*, *Dodreton* otherwise *Dry Drayton* otherwise *Drayton*, *Steeple Morden*, *Guilden Morden*, *Crandon*, *Croxton*, *Whimble* otherwise *Wimple*, *Litlington*, *Bazingborne*, *Knesworth*, *Whaddon*, *Melreth*, *Melborne*, *Floxton* otherwise *Foxton*, *Sheppereth*, *Royston*, *Tadlow*, *Clopton*, *East Hadley*, *Orwell*, *Eversdon*, *Burne*, *Stowe*, *Camberton*, *Whitwell*, *Burton with Whitwell*, *Graunciter*, *Cambridge*, *Harson*, *Maddingly*, *Trumpington*, *Babrine*, *Coyton*, *Haslingfield*, *Calcott*, *Chesterfield*, *Horseheath*, *Barrow*, *Westley*, *Willingham*, *Whittlefield* otherwise *Whitford*, *Imprington with Histon*, and *Chesterton*, or in any of them, in the said County of *Cambridge*; and also all those the Manors of *Shingey* otherwise *Shingay*, *Stepingley*, *Evershoul*, *Silstowe*, and *Bedford*, in the said County of *Bedford*, with all their and every of their Rights, Members, and Appurtenances, situate, lying, and being in *Stepingley*, *Millbrooke*, *Tingreth*, *Silstowe*, *Gratford*, *Temsford*, *Overstanden*, *Netherstanden*, *Husband Crowley*, *Milton Bryan*, *Prestley*, *Temple Malden*, *Fleetwick*, *Fleet* otherwise *Flitton*, *Greenfield*, *Pullexhill*, *Mapershall*, *Bedingho with Bilston* otherwise *Bedingo Beston*, *Henlowe*, *Stotefield*, *Wrasingworth*, *Dunton with Milno*, *Bramhill*, *Hanger*, *Henbury*, *Stanford*, *Turvey*, *Cuppall*, *Willington*, *Poddington*, *Ravensden*, *Wotten*, *Bedford*, *Okeley*, *Hemston*, *Barford*, *Milton*, *Harnes*, *Clophorne* otherwise *Clopham*, *Merston*, *Woodhill*, *Standen*, *Blonham*, *Ikewell*, *Stachden* otherwise *Staggeden*, and *Evershoul*, or in any of them, in the said County of *Bedford*, to the said Manor and Commandery of *Shingey*, or either of them, belonging or appertaining; and also all those Messuages or Tenements, with the Appurtenances, in *Abingdon* in the said County of *Cambridge*, theretofore in the Tenure or Occupation of *Joseph Evans* and *William Pedley*, their Assignee or Assignees, Under-tenant or Under-tenants, and afterwards in the Tenure or Occupation of the said *Samuel* then late Lord *Sandys*, his Assignee or Assigns; and also the Advowson of the Church of *Evershoul* in the said County of *Bedford*; and also all and singular other the Manors or Lordships or reputed Manors or Lordships, Messuages, Farms, Cottages, Demesne Lands, Lands, Tenements, Meadows, Leasows, Pastures, Tenths, Tithes, Rents, Reversions, Services, and Hereditaments whatsoever, whereof or whereto the said *Edwin* then late Lord *Sandys*, or any Person or Persons in Trust for him, was or were seised or entitled for any Estate of Inheritance at the Time of his Decease, situate, lying, and being, or arising, happening, coming, growing, renewing, or increasing, in or within the said several Counties of *Worcester*, *Cambridge*, and *Bedford*, or any or either of them, with the Appurtenances, were (together with a Capital Messuage and Hereditaments in the County of *Middlesex* therein particularly described) appointed, conveyed, and settled, as to the said Manors or Lordships or reputed Manors or Lordships, Commandery, Capital and other Messuages, Farms, Lands, Tenements, Tithes, and Hereditaments situate and being in the several Counties of *Worcester*, *Cambridge*, and *Bedford*, with their respective Appurtenances, to the Use of the said *Anna Maria* Lady *Sandys* and her Assigns during her Life, without Impeachment of Waste; with Remainder to the Use of the said *James* Marquis of *Salisbury* and *William* Hanbury, and

and their Heirs, during the Life of the said *Anna Maria* Lady *Sandys*, upon the usual Trusts to support and preserve the contingent Uses and Estates therein-after limited; with Remainder as to the Capital Messuage or Mansion House called *Ombersley Court*, with the Outhouses, Offices, Coach-houses, Stables, Edifices, Buildings, Yards, Gardens, Orchards, and Pleasure Grounds thereto belonging; and also all those several Pieces or Parcels of Meadow and Pasture Land situate, lying, and being in the Parish of *Ombersley*, or in some other Parish or Parishes thereto near adjoining, called or known by the several Names of *Sword Land*, *Long Orchard*, *Great Meadow*, *Colt's Orchard*, *Cow Leasows*, *Astley's Park*, *Further Park*, *Middle Park*, *Hither Park*, *Sling*, *Worrell's Piece*, *Dog-kennel Park*, *Cherry Orchard*, *Pound Park*, the Lawn in front of the House, *Silcham Meadow*, *Odham Meadow*, *Furlong*, *Lower Horse Moor*, *Middle Horse Moor*, and *Upper Horse Moor*, containing together by Estimation One hundred and forty-four Acres and One Rood (more or less); and also all those several Pieces or Parcels of Land situate, lying, and being in the said Parish of *Ombersley* or in some other Parish or Parishes thereto near adjoining, then or then lately used in Tillage, and called or known by the several Names of *Hill Piece*, *Upper Field*, *Middle Hill*, *Upper Hill Piece*, the Tillage next the *Hop Yard*, the *Hop Yard*, *Ockey Piece*, and the *Single Acre* in the Common Field, containing together by Estimation Fifty-five Acres and Thirty-one Perches (more or less), with the Appurtenances, to the Use of the said *Arthur* Marquis of *Downshire* and his Assigns, during his Life; with Remainder to the Use of the said *James* Marquis of *Salisbury* and *William* *Hanbury*, and their Heirs, during the Life of the said *Arthur* Marquis of *Downshire*, upon the usual Trusts to support and preserve the contingent Uses and Estates therein-after limited; with Remainder to the Use of the said *Mary* Marchioness of *Downshire* and her Assigns during her Life; with Remainder to the Use of the said *James* Marquis of *Salisbury* and *William* *Hanbury*, and their Heirs, during the Life of the said *Mary* Marchioness of *Downshire*, upon the usual Trusts to support and preserve the contingent Uses and Estates therein-after limited; with Remainder, from and after the Decease of the Survivor of the said *Anna Maria* Lady *Sandys*, *Arthur* Marquis of *Downshire* and *Mary* Marchioness of *Downshire* his Wife, to the Use of the said *Sir Richard* *Heron* and *Sir John* *Dashwood* *King*, their Executors, Administrators, and Assigns, for the Term of Three hundred Years, to commence and be computed from the Day of the Decease of the Survivor of the said *Anna Maria* Lady *Sandys*, *Arthur* Marquis of *Downshire* and *Mary* Marchioness of *Downshire*, without Impeachment of Waste, upon and for the Trusts and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations, therein-after expressed and contained concerning the same Term (and which Trusts having been since performed the said Term of Three hundred Years has ceased by virtue of a Proviso for that Purpose to the said Term annexed); and as to all and singular the Manors or Lordships or reputed Manors or Lordships, Commandery, Capital and other Messuages, Farms, Lands, Tenements, Tithes, and Hereditaments situate in the said several Counties of *Worcester*, *Cambridge*, and *Bedford*, of which no Use had

had therein-before been limited or declared subsequently to the Estate for Life therein-before limited, to the said *Anna Maria Lady Sandys*, and the Remainder to the said *James Marquis of Salisbury* and *William Hanbury*, and their Heirs, during her Life as aforesaid, with the Appurtenances, immediately from and after the Decease of the said *Anna Maria Lady Sandys*, to the Use of the said *Sir Richard Heron* and *Sir John Dashwood King*, their Executors, Administrators, and Assigns, for the Term of Four hundred Years, to commence and be computed from the Decease of the said *Anna Maria Lady Sandys*, without Impeachment of Waste, upon and for the Trusts and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations, therein-after expressed or contained of and concerning the same Term (which Trusts having also been performed the said Term of Four hundred Years has ceased by virtue of a Proviso for that Purpose thereto annexed); and immediately from and after the Determination of the said Term of Four hundred Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said *Arthur Marquis of Downshire* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the said *James Marquis of Salisbury* and *William Hanbury*, and their Heirs, during the Life of the said *Arthur Marquis of Downshire*, upon the usual Trusts to support and preserve the contingent Uses and Estates therein-after limited; with Remainder to the Use of the said *Mary Marchioness of Downshire* and her Assigns during her Life, without Impeachment of Waste; with Remainder to the Use of the said *James Marquis of Salisbury* and *William Hanbury*, and their Heirs, during the Life of the said *Mary Marchioness of Downshire*, upon the usual Trusts to support and preserve the contingent Uses and Estates therein-after limited; and as to all and singular the Manors or Lordships or reputed Manors or Lordships, Commandery, Capital and other Messuages, Farms, Lands, Tenements, Tithes, and Hereditaments situate in the said several Counties of *Worcester*, *Cambridge*, and *Bedford*, with the Appurtenances, from and after the Determination of the Uses and Estates therein-before limited or declared of or concerning the same respectively, as therein and in part herein-before mentioned, and in the meantime subject thereto, to the Use of *Arthur Blundell Sandys Trumbull* now Marquis of *Downshire*, then *Arthur Blundell Sandys Trumbull Hill* commonly called Earl of *Hillsborough* (eldest Son and the Heir Apparent of the said *Arthur* then Marquis of *Downshire* by the said *Mary Marchioness of Downshire* his Wife), and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the said *James Marquis of Salisbury* and *William Hanbury*, and their Heirs, during the Life of the said *Arthur Blundell Sandys Trumbull* now Marquis of *Downshire*, upon the usual Trusts to support and preserve the contingent Uses and Estates therein-after limited; with Remainder to the Use of the First and every other Son of the said *Arthur Blundell Sandys Trumbull* now Marquis of *Downshire* successively in Tail Male; with Remainder to the Use of the said *Arthur Moyses William Lord Sandys*, then and therein called Lord *Arthur Moyses William Hill* (the Second Son of the said *Arthur* then Marquis of *Downshire* by the said *Mary Marchioness of Downshire* his Wife), and his Assigns, during his Life, without Impeachment of Waste; with Remainder to the Use of the said *James Marquis*

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of *Salisbury* and *William Hanbury*, and their Heirs, during the Life of the said *Arthur Moyses William Lord Sandys* then *Lord Arthur Moyses William Hill*, upon the usual Trusts to support and preserve the contingent Uses and Estates therein-after limited; with Remainder to the Use of the First and every other Son of the said *Arthur Moyses William Lord Sandys* then *Lord Arthur Moyses William Hill* successively in Tail Male; with Remainder to the Use of the Right Honourable *Lord Arthur Marcus Cecil Hill* (Third Son of the said *Arthur* then *Marquis of Downshire* by the said *Mary* Marchioness of *Downshire* his Wife) and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the said *James Marquis of Salisbury* and *William Hanbury*, and their Heirs, during the Life of the said *Lord Arthur Marcus Cecil Hill*, upon the usual Trusts to support and preserve the contingent Uses and Estates therein-after limited; with Remainder to the Use of the First and every other Son of the said *Lord Arthur Marcus Cecil Hill* successively in Tail Male; with Remainder to the Use of the Fourth and every other subsequently-born Son of the said *Mary* Marchioness of *Downshire* successively in Tail Male; with Remainder to the Use of the said *Mary* Marchioness of *Downshire*, her Heirs and Assigns for ever; and by the said Indenture of Release and Settlement now in recital it was and is provided and declared that it should be lawful to and for the said *Arthur* then *Marquis of Downshire* and *Mary* Marchioness of *Downshire* his Wife, at any Time or Times during their joint Lives, by any Deed or Deeds, Instrument or Instruments in Writing to be executed by them and attested as therein mentioned, and after the Decease of such of them the said *Marquis* and *Marchioness* as should first depart this Life to and for the Survivor of them, at any Time or Times during his or her Life, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation, to be by him or her sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his or her last Will and Testament, or any Codicil or Codicils in Writing to be executed and attested as therein also expressed, to alter and vary the Uses and Estates by the said Indenture now in recital limited to or in Trust for the said *Arthur Blundell Sandys Trumbull* now *Marquis of Downshire*, the said *Arthur Moyses William Lord Sandys* then *Lord Arthur Moyses William Hill*, and the said *Lord Arthur Marcus Cecil Hill*, and to their respective First and other Sons successively in Tail Male as therein and herein-before mentioned, so as to entitle any One or any Two of them the said *Arthur Blundell Sandys Trumbull* now *Marquis of Downshire*, the said *Arthur Moyses William Lord Sandys* then *Lord Arthur Moyses William Hill*, and the said *Lord Arthur Marcus Cecil Hill* successively, and the First and other Sons of his and their Body and respective Bodies, and the Heirs Male of the Body and respective Bodies of such last-mentioned First and other Sons issuing, to take all and every the said Manors and Hereditaments thereby limited in strict Settlement or expressed so to be before and in preference to the others or other of them the said *Arthur Blundell Sandys Trumbull* now *Marquis of Downshire*, the said *Arthur Moyses William Lord Sandys* then *Lord Arthur Moyses William Hill*, and the said *Lord Arthur Marcus Cecil Hill*, to whom and to whose Issue Male respectively as aforesaid the same Hereditaments were therein-before previously limited, and the First and other Sons

of their and his Bodies and Body, and the Heirs Male of the Body and Bodies of such last-mentioned First and other Sons issuing, and in order to effect such Preference, but not for any other Purpose, to make and execute such Revocations of the Uses by the said Indenture of Release now in recital limited, and such Appointments of new Uses, as to the said *Arthur* then Marquis of *Downshire* and *Mary* Marchioness of *Downshire* his Wife, or the Survivor of them, should seem meet, and the Object intended to be effected should make necessary or proper, so that an Estate or Estates for Life only should be limited to such Son or Sons respectively and successively of the said *Arthur* then Marquis of *Downshire* by the said *Mary* Marchioness of *Downshire* his Wife as should be so preferred in the Entail as aforesaid, and so that Estates in Tail Male in succession by Seniority should be limited to the Sons of such Son or Sons who should be so preferred as aforesaid, and that the same Manors and Hereditaments should be limited immediately after each such preferred Son's Decease to his Sons in Succession by Seniority in Tail Male, and so that proper Limitations should be inserted for preserving the contingent Remainders, and so that any and every such Revocation and new Appointment should embrace or include the Whole and not a Part or Parts only of the said last-mentioned Manors and Hereditaments, being all the Manors in the said Counties of *Worcester*, *Cambridge*, and *Bedford*; and by the said Indenture of Release and Settlement now in recital (after certain Powers and Provisions therein contained enabling the said several Tenants for Life in Remainder after the said *Mary* Marchioness of *Downshire* to charge the said Manors and Estates thereby settled with Jointures for their respective Wives and with Portions for their respective younger Children, and also to lease the said Estates for Terms not exceeding Twenty-one Years,) it was and is provided and declared that it should be lawful for the said *James* Marquis of *Salisbury* and *William* *Hanbury*, and the Survivor of them, and the Executors or Administrators of such Survivor, at any Time or Times thereafter (at the Request and by the Direction of the said *Anna Maria* Lady *Sandys*, *Arthur* then Marquis of *Downshire* and *Mary* Marchioness of *Downshire* his Wife, during their joint Lives, and after the Death of any One or more of them at the Request and by the Direction of the Survivors or Survivor of them during their, his, or her Lives or Life, and after the Decease of the Survivor then at the Request and by the Direction of the said *Arthur* *Blundell* *Sandys* *Trumbull* now Marquis of *Downshire*, the said *Arthur* *Moyses* *William* Lord *Sandys* then Lord *Arthur* *Moyses* *William* *Hill*, and the said Lord *Arthur* *Marcus* *Cecil* *Hill* respectively, as and when they should respectively, by virtue of the Limitations aforesaid or of the Limitations to be made in exercise of the Power for that Purpose therein-before expressed, be in the actual Possession of or entitled to the Rents, Issues, and Profits of the Manors, Commandery, Hereditaments, and Premises thereby limited in strict Settlement, testified by some Writing or Writings under their, his, or her Hands and Seals or Hand and Seal, attested by Two or more credible Witnesses,) to dispose of and convey, either by way of absolute Sale or in Exchange as therein mentioned, all or any Part or Parts of the said Manors or Lordships or reputed Manors or Lordships, Commandery, Capital Messuages, Messuages, Farms, Lands, Tenements, Hereditaments,

Letters Patent of 19th June 1802, reviving the Barony of Sandys of Ombersley.

Appointment of 21st October 1811 endorsed upon the Settlement of 2d August 1798.

ditaments, and Premises situate in the said Counties of *Cambridge* and *Bedford* or either of them, and the Inheritance thereof in Fee Simple, to any Person or Persons whomsoever, for such Price or Prices in Money or for such Equivalent or Recompence in Manors, Lands, or Hereditaments, to be situate in the said County of *Worcester*, as to the said *James* Marquis of *Salisbury* and *William* Hanbury, or the Survivor of them, or the Executors or Administrators of such Survivor, should seem meet: And whereas the said *Arthur* Marquis of *Downshire* died on or about the Seventh Day of *September* One thousand eight hundred and one, leaving the said *Mary* Marchioness of *Downshire* his Widow and Four Sons, namely, the said *Arthur Blundell Sandys Trumbull* now Marquis of *Downshire* his eldest Son, the said *Arthur Moyses William* Lord *Sandys* then Lord *Arthur Moyses William Hill*, the said Lord *Arthur Marcus Cecil Hill*, and Lord *Arthur Augustus Edwin Hill* (since deceased), him surviving, and leaving the said Marchioness enceinte of Lord *George Augusta Hill*, who was born on the Ninth Day of *December* next after the said Marquis's Decease: And whereas His late Majesty King *George* the Third, by Letters Patent under the Great Seal of *Great Britain* bearing Date the Nineteenth Day of *June* One thousand eight hundred and two, revived the Barony of *Sandys* of *Ombersley* in favour of the said *Mary* then Marchioness Dowager of *Downshire*, and by the said Letters Patent the said Barony or Dignity was and is limited to the Second, Third, Fourth, and Fifth Sons of the said *Mary* then Marchioness Dowager of *Downshire* successively and the Heirs Male of their respective Bodies, and failing such to her eldest Son the said *Arthur Blundell Sandys Trumbull* now Marquis of *Downshire* and the Heirs Male of his Body; and the said Barony was so revived on an express Understanding that the Estates formerly of the said *Edwin* late Lord *Sandys* should be limited so as to correspond in Effect with the Limitations of the said Barony: And whereas by Indenture bearing Date the Twenty-first Day of *October* One thousand eight hundred and eleven (endorsed on the said herein-before in part recited Indenture of Release or Settlement, and duly executed and attested so as to execute the Power given by the said Release and Settlement to the said *Mary* then Marchioness Dowager of *Downshire* as having survived the said *Arthur* late Marquis of *Downshire*), and made between the said *Mary* then Marchioness Dowager of *Downshire* and Baroness *Sandys* of the one Part, and the said *James* Marquis of *Salisbury* and *William* Hanbury of the other Part, after reciting that the said *Mary* then Marchioness Dowager of *Downshire* had Two Sons by the said *Arthur* late Marquis of *Downshire* born after the Date and Execution of the aforesaid Indenture of Release and Settlement, namely, the said Lord *Arthur Augustus Edwin Hill* (who was born in the Lifetime of the said *Arthur* late Marquis of *Downshire*) and the said Lord *George Augusta Hill* (who was born after the Death of the said late Marquis), and also reciting that the said *Mary* then Marchioness Dowager of *Downshire* having taken into her Consideration that her said eldest Son *Arthur Blundell Sandys Trumbull* Marquis of *Downshire* was in the Enjoyment of very large Estates which were settled after her Marriage with the said *Arthur* late Marquis of *Downshire* in pursuance of Articles executed previously to their Marriage, and which he had the Means of settling upon his Male Issue

Issue for supporting his Titles and Dignities, and that the Title and Dignity of Baron *Sandys* would on her Death devolve on her younger Sons in succession and their respective Male Issue, deemed it expedient and proper, by means of the Power reserved to her as having survived the said *Arthur* late Marquis of *Downshire*, to make such Alterations in the Limitations in the therein within-written Indenture of Release contained as were therein and are herein-after mentioned, but subject to such Powers of Revocation and new Appointment as therein and herein-after mentioned; it is witnessed, that in consideration of the Premises the said *Mary* then Marchioness Dowager of *Downshire* (by force and virtue of the Power therein within reserved to her, and of every other Power or Authority enabling her in that Behalf,) did revoke all and every of the Uses and Estates by the therein within Indenture limited to her said eldest Son, and to her said Second and Third Sons therein named, and also the Uses and Estates thereby limited during their respective Lives in Trust for preserving the contingent Uses and Estates therein within limited, and also the Uses and Estates thereby limited to their several and respective Sons in succession by Seniority in Tail Male, and by the now-reciting Deed or Instrument in Writing did direct, limit, and appoint that all and singular the Manors or Lordships or reputed Manors or Lordships, Commandery, Messuages, Farms, Lands, Tenements, Tithes, and Hereditaments situate and being or arising within the several Counties of *Worcester*, *Cambridge*, and *Bedford* by the therein within Indenture appointed and released or expressed so to be, with the Appurtenances, should (from and after the Determination of the several Uses and Estates thereof by the therein within Indenture limited antecedently to the Limitation to the Use of the said *Arthur Blundell Sandys Trumbull* Marquis of *Downshire*, and in the meantime subject thereto, and also subject and without Prejudice to such Leases as had been granted or might be granted,) be and remain to the Use of the said *Arthur Moyses William Lord Sandys* then *Lord Arthur Moyses William Hill*, and his Assigns, during his Life, without Impeachment of Waste; with Remainder to the Use of the said *James Marquis of Salisbury* and *William Hanbury*, and their Heirs, during the Life of the said *Arthur Moyses William Lord Sandys* then *Lord Arthur Moyses William Hill*, upon the usual Trusts to support and preserve the contingent Uses and Estates therein-after limited; with Remainder to the Use of the First and every other Son of the said *Arthur Moyses William Lord Sandys* then *Lord Arthur Moyses William Hill* successively in Tail Male; with Remainder to the Use of the said *Lord Arthur Marcus Cecil Hill* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the said *James Marquis of Salisbury* and *William Hanbury*, and their Heirs, during his Life, upon the usual Trusts to support and preserve the contingent Uses and Estates therein-after limited; with Remainder to the Use of the First and every other Son of the said *Lord Arthur Marcus Cecil Hill* successively in Tail Male; with Remainder to the Use of the said *Arthur Blundell Sandys Trumbull* Marquis of *Downshire* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the said *James Marquis of Salisbury* and *William Hanbury*, and their Heirs, during his Life, upon the usual

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Trusts

Ombersley
Inclosure Act,
54G.3.c.227.,
and Award
of Commis-
sioners of
11th Oct.
1827.

Trusts to support and preserve the contingent Uses and Estates therein-after limited; with Remainder to the Use of the First and every other Son of the said *Arthur Blundell Sandys Trumbull* Marquis of *Downshire* successively in Tail Male; with Remainder to the Uses in and by the therein within Indenture limited in Remainder after Failure of the Male Issue of the said *Arthur Blundell Sandys Trumbull* Marquis of *Downshire*, the said *Arthur Moyses William* Lord *Sandys* then Lord *Arthur Moyses William Hill*, and the said Lord *Arthur Marcus Cecil Hill*; and by the said Indenture now in recital it was and is provided and declared that it should be lawful for the said *Mary* then Marchioness Dowager of *Downshire*, by any Deed or Instrument in Writing sealed and delivered by her in the Presence of and attested by Two or more credible Witnesses, to revoke the now-reciting Indenture, and to make and execute such Appointment of new Uses (with or without Power of Revocation) touching the said Manors and other Hereditaments as she the said *Mary* then Marchioness Dowager of *Downshire* might have made and executed by virtue of the therein within Indenture if the now-reciting Indenture had not been made: And whereas by virtue of or under an Act of Parliament made and passed in the Fifty-fourth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for inclosing Lands within the Manor and Parish of Ombersley in the County of Worcester*, and by the Award of the Commissioners acting under the Authority and in execution of the said Act, and bearing Date the Eleventh Day of *October* One thousand eight hundred and twenty-seven, divers Pieces or Parcels of Land or Ground in the Parish of *Ombersley* aforesaid, being Parts of the Lands and Grounds by the said Act directed to be divided and inclosed, and divers Messuages or Tenements and ancient Inclosures in the said Parish of *Ombersley* theretofore belonging to other Proprietors, were set out and awarded to the said *Mary* then Marchioness Dowager of *Downshire* in lieu and satisfaction of the Soil of the Commons and Waste Lands by the same Act directed to be divided and inclosed, and as an Equivalent and Compensation for certain Parcels of Land comprised in the aforesaid Indentures of the First and Second Days of *August* One thousand seven hundred and ninety-eight, and conveyed by the said Marchioness Dowager to Trustees as and for the Site of a new Church directed to be built at *Ombersley* aforesaid, and for the Purpose of enlarging the Churchyard, and for making convenient Avenues, Ways, and Passages thereto and to the said new Church, and also as an Equivalent and Compensation for enfranchising the Allotments set out and awarded to the Copyhold or Customary Tenants of the said Manor in lieu of their respective Rights and Interests in the Common Fields and Waste Grounds by the said Act directed to be divided and inclosed, and also in lieu of and as a Compensation for all the Lands of the said Marchioness Dowager lying within the said Common Fields, and for her Rights of Herbage and Common, and all other her Rights and Interests in respect of her Settled Estate (being the Estate at *Ombersley* aforesaid comprised in the aforesaid Indentures of Lease and Release and Settlement), upon, in, and over the Lands and Grounds by the same Act directed to be divided and inclosed, and also in respect of divers Copyhold Lands, Tenements, and Hereditaments held of the said Manor of

Ombersley,

Ombersley, and theretofore surrendered to the Use of the said *James Marquis of Salisbury* upon Trusts corresponding with the Limitations contained in the said Indenture of Release and Settlement, and also as Part of the Compensation for the Extinguishment of the Improprate or Rectorial Tithes arising from divers Lands and Tenements in the said Award particularly mentioned, and also in lieu of and exchange for divers Pieces or Parcels of Land being ancient Inclosures or other Hereditaments comprised in the said Indentures of Lease and Release and Settlement, and also in lieu of and exchange for the Great or Improprate Tithes of the several Allotments thereby made to the Vicar of the Parish of *Ombersley* aforesaid, and of and for certain Allotments of Land therein particularly described; by virtue of or under which said Act of Parliament and Award the said Allotments, Inclosures, or Parcels of Land, Messuages and Hereditaments, so as aforesaid set out and awarded to the said *Mary* then Marchioness Dowager of *Downshire*, became subject to the Uses and Trusts, Powers, Conditions, and Limitations expressed and contained in the said above in part recited Indenture of Release and Settlement of the Second Day of *August* One thousand seven hundred and ninety-eight, and the said Indenture of the Twenty-first Day of *October* One thousand eight hundred and eleven, and certain Parts of the Lands, Tenements, and Hereditaments originally comprised in the same Indentures were conveyed and assured to or became vested in or were awarded to divers other Persons: And whereas in or about the Years One thousand eight hundred and eighteen, One thousand eight hundred and nineteen, and One thousand eight hundred and twenty-eight, the Monies arising from several other Enfranchisements of Copyholds and Extinguishments of Tithes made under the Authority of the said above-mentioned Act of Parliament were laid out and invested in the Purchase of divers Freehold and Copyhold Messuages, Lands, Tenements, and Hereditaments situate in the Parish of *Ombersley* aforesaid: And whereas the said *William Hanbury* died in or about the Month of *November* One thousand eight hundred and seven, and the said *James Marquis of Salisbury* died in or about the Month of *June* One thousand eight hundred and twenty-three, having by his last Will and Testament in Writing, bearing Date the Third Day of *March* One thousand eight hundred and twenty-one, appointed the Honourable and Reverend *Gerald Valerian Wellesley* Clerk, the Reverend *Francis Joseph Faithfull* Clerk, and his the Testator's only Son the Most Honourable *James Brownlow William Gascoigne* now Marquis of *Salisbury* (then Viscount *Cranborne*), Executors thereof, who, on or about the Thirtieth Day of *July* One thousand eight hundred and twenty-three, proved the said Will in the Prerogative Court of the Lord Archbishop of *Canterbury*: And whereas the said *Arthur Blundell Sandys Trumbull* Marquis of *Downshire*, on the Twenty-fifth Day of *October* One thousand eight hundred and eleven, intermarried with the Right Honourable Lady *Maria Windsor*, eldest Daughter of the Right Honourable *Other Hickman* late Earl of *Plymouth*: And whereas by Indentures of Lease and Release bearing Date respectively the Sixth and Seventh Days of *February* One thousand eight hundred and thirty-three, the Release being made between the said *Mary* Marchioness Dowager of *Downshire* of the First Part, the said *Arthur Blundell Sandys Trumbull*

Indentures
of 6th and
7th Feb. 1833.

bull Marquis of *Downshire* of the Second Part, the Right Honourable *Arthur Wills Blundell Sandys Trumbull Windsor Hill* commonly called Earl of *Hillsborough* (therein described to be the eldest Son and Heir Apparent of the said Marquis) of the Third Part, the said *Arthur Moyses William* Lord *Sandys* then Lord *Arthur Moyses William Hill*, the said Lord *Arthur Marcus Cecil Hill*, and the said Lord *George Augusta Hill* of the Fourth Part, the said *James Brownlow William Gascoigne* Marquis of *Salisbury* of the Fifth Part, and the Right Honourable *Charles Chetwynd* Earl *Talbot* and Sir *Michael Shaw Stewart* Baronet (since deceased) of the Sixth Part, in consideration of the Creation or Revival of the said Barony of *Sandys* of *Ombersley*, and of the Limitations made thereof by the therein and said herein-before mentioned Letters Patent, and for the other Considerations in the said Indenture of Release now in recital mentioned, the said *Arthur Blundell Sandys Trumbull* Marquis of *Downshire*, *Arthur* Earl of *Hillsborough*, and Lord *George Augusta Hill*, according to their several and respective Rights and Interests in the Hereditaments therein and herein-after mentioned, did grant and convey to the said Earl *Talbot* and Sir *Michael Shaw Stewart* all that the Manor of *Ombersley* aforesaid and the said Capital Messuage or Mansion House called *Ombersley Court*, and also the Advowson of the Vicarage and the Rectory Improprate of *Ombersley* aforesaid, and also all such and so many and such Part or Parts of the Messuages, Mills, Demesne Lands, Lands, Tenements, Meadows, Pastures, Wood Grounds, Tithes, Rents, Rights, Royalties, Franchises, and Hereditaments whatsoever belonging to the said *Edwin* then late Lord *Sandys* at the Time of his Decease, situate or arising in or within the Parish of *Ombersley* aforesaid, or any of the Townships, Villages, or Hamlets, Places, Precincts, or Territories, of the same as then remained subject to the therein and said herein-before in part recited Indentures of the First and Second Days of *August* One thousand seven hundred and ninety-eight and the said Indenture of the Twenty-first Day of *October* One thousand eight hundred and eleven; and also the said Messuage or Tenement and Farm situate in *Acton* in the Parish of *Ombersley* aforesaid, formerly in the Tenure or Occupation of *Francis Tolley*; and also all and singular the Messuages, Lands, Tenements, and Hereditaments situate, lying, and being, or arising within the Parish of *Ombersley* aforesaid, which, by means and virtue of the therein and said herein-before mentioned Act of Parliament made and passed in the Fifty-fourth Year of the Reign of said late Majesty King *George* the Third, and of the said above-mentioned Award of the said Commissioners executed in pursuance thereof, had, by Substitution, Allotment, Exchange, Purchase, or any other Means, become and then were subject to the said therein and herein-before in part recited Indentures of Lease and Release or Settlement of the First and Second Days of *August* One thousand seven hundred and ninety-eight, and the said Indenture of Appointment of the Twenty-first Day of *October* One thousand eight hundred and eleven, executed in pursuance of the Power in the said Settlement for that Purpose contained, and all which said Capital Messuage or Mansion House, Messuages, Mills, Demesne Lands, Lands, Tenements, Meadows, Pastures, Wood Grounds, Lands, and other Hereditaments situate

situate in the Parish of *Ombersley* aforesaid thereby granted and conveyed are therein stated to contain in the whole by Admeasurement One thousand six hundred and seventy-three Acres and Thirty-seven Perches or thereabouts; and also all that the Manor of *Wickhamford* aforesaid; and also the said Capital Messuage or Mansion House in *Wickhamford* aforesaid wherein *Thomas Timbrell* formerly dwelt, and all and singular the Messuages, Demesne Lands, Lands, Tenements, Meadows, Pastures, Wood Grounds, Rents, Rights, Royalties, Franchises, and Hereditaments belonging to the said *Edwin* late Lord *Sandys* at the Time of his Decease, situate or arising within the Parish and Manor of *Wickhamford* aforesaid, and which said last-mentioned Capital and other Messuages, Lands, and Hereditaments are therein stated to contain in the whole by Admeasurement One thousand one hundred and eighty-eight Acres One Rood and Seven Perches or thereabouts; and also the said Commandery of *Shingey* otherwise *Shingay* and the Manors of *Shingey* otherwise *Shingay-cum-Wendy* and *Shingay Cambridge*, and the Capital Messuages thereunto belonging, in the said Counties of *Cambridge* and *Bedford*, or one of them; and all the Messuages, Lands, Tenements, Rents, Reversions, Services, Advowsons, Courts, and Hereditaments whatsoever to the same belonging, and situate within the said County of *Cambridge*, and which said Messuages and Lands in the said County of *Cambridge* are therein stated to contain Nine hundred and seven Acres Two Roods and Thirty-four Perches or thereabouts; and also the said Manors of *Shingey* otherwise *Shingay*, *Stepingley*, *Evershoult*, *Silstowe*, and *Bedford*, with the Rights, Members, and Appurtenances thereunto belonging, situate in the County of *Bedford*; and also the aforesaid Messuages and Tenements in *Abingdon* in the County of *Cambridge*, and the Advowson of the Rectory of *Evershoult* in the County of *Bedford*, and all other the Manors or Lordships or reputed Manors or Lordships, Commandery, Capital and other Messuages, Farms, Lands, Tenements, Tithes, Hereditaments, and Premises, if any, which were comprised in and then remained settled by the therein and said herein-before in part recited Indentures bearing Date on or about the First and Second Days of *August* One thousand seven hundred and ninety-eight, or which, by Exchange, Allotment, Purchase, or any other Means, had then become subject to the Uses of the same Indentures as altered or varied by the said Indenture of Appointment of the Twenty-first Day of *October* One thousand eight hundred and eleven; to hold the same unto the said Earl *Talbot* and Sir *Michael Shaw Stewart*, their Heirs and Assigns, to the Uses therein and herein-after expressed, (that is to say,) to the Use, Intent, and Purpose to establish, confirm, and give effect to the said Powers of Revocation and new Appointment of the said *Mary* then Marchioness Dowager of *Downshire*, and to all the Uses, Trusts, Estates, and Interests which then stood limited, settled, and assured in the same Manors and Hereditaments respectively prior to the Estate for Life of the said *Arthur Blundell Sandys Trumbull* Marquis of *Downshire* in the Order in which they stood in the said herein-before in part recited Indenture of Appointment of the Twenty-first Day of *October* One thousand eight hundred and eleven, and all Powers and Privileges annexed or appendant to the same prior Estates respectively, and also to all Powers of Sale and Exchange and other Powers

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which were collateral to and were exercisable during the same prior Estates or any of them, and from and after the Determination of those prior Estates and Interests, and in the meantime subject thereto and to the said Powers, to the Use of the said Lord *George Augusta Hill* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the said Earl *Talbot* and Sir *Michael Shaw Stewart* and their Heirs during the Life of the said Lord *George Augusta Hill*, upon the usual Trusts to support and preserve the contingent Uses and Estates therein-after limited; with Remainder to the Use of the First and every other Son of the said Lord *George Augusta Hill* successively in Tail Male; with Remainder to the Use of the said *Arthur Blundell Sandys Trumbull* Marquis of *Downshire* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the said Earl *Talbot* and Sir *Michael Shaw Stewart* and their Heirs during the Life of the said *Arthur Blundell Sandys Trumbull* Marquis of *Downshire*, upon the usual Trusts to support and preserve the contingent Uses and Estates therein-after limited; with Remainder to the Use of the First and every other Son of the said *Arthur Blundell Sandys Trumbull* Marquis of *Downshire* successively in Tail Male; with Remainder to the Use of the said *Mary* Marchioness of *Downshire*, her Heirs and Assigns for ever; and in the said Indenture of Release now in recital are contained Powers of jointuring and of raising Portions for younger Children, and of leasing, and also Powers of Sale and Exchange as to the said Manors and Estates in *Cambridgeshire* and *Bedfordshire*, but not as to the Manors and Estates in *Worcestershire*, to be exercised by the Persons in the Manner and under the Qualifications and Restrictions in the same Powers respectively expressed; and by the said Indenture of Release now in recital the said *Arthur Blundell Sandys Trumbull* Marquis of *Downshire* covenanted that the said *Arthur* Earl of *Hillsborough*, when he should have attained his Age of Twenty-one Years, should make, do, and execute, or join and concur in making, doing, and executing, such Acts and Assurances as should be necessary for barring the Estate Tail of the same Earl in the said Manors or Lordships, Commandery, Capital and other Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments thereby granted and conveyed, and all Reversions and Remainders expectant thereupon, and for settling and assuring the same Manors or Lordships, Commandery, Capital and other Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments to the Use therein and herein-before expressed and declared concerning the same; and by the said Indenture of Release now in recital it was and is declared that the said *James Brownlow William Gascoigne* Marquis of *Salisbury* and his Heirs should stand seised and possessed of all Copyhold Messuages, Lands, Tenements, and Hereditaments situate within or holden of the Manor of *Ombersley* aforesaid, and then vested in him, upon Trusts corresponding with the Limitations contained in the said herein-before in part recited Indentures of the Second Day of *August* One thousand seven hundred and ninety-eight and the Twenty-first Day of *October* One thousand eight hundred and eleven, upon Trust, when and so soon as any Person or Persons, being of full Age, should, under the Limitations in the said Indenture now in recital contained, or of any Fine or other Assurance in the Law, or otherwise, become seised

in Fee Simple of the said Manor of *Ombersley*, then the said *James Brownlow William Gascoigne* Marquis of *Salisbury* or his Heirs should surrender, release, or otherwise assure the said Copyhold Messuages, Lands, Tenements, and Hereditaments then vested in him as therein and herein-before mentioned, with the Appurtenances, to the Use of the Lord or Lords, Lady or Ladies for the Time being of the said Manor of *Ombersley*, so that the subsisting Estate or Estates by Copy therein respectively might be extinguished, and in the meantime should permit the Person who, under the Limitations therein-before contained, should for the Time being be entitled to the Possession or Receipt of the Rents and Profits of the said Manor to receive and take the Rents and Profits of the said Copyhold Hereditaments according to his then Estate and Interest in the said Manor of which the same were Parcel: And whereas the said *Arthur Wills Blundell Sandys Trumbull Windsor Hill* commonly called Earl of *Hillsborough* on the Sixth Day of *August* One thousand eight hundred and thirty-three attained the Age of Twenty-one Years, and on the Eighteenth Day of *December* following duly executed the said last herein-before in part recited Indentures, and thereby, and by certain Indentures of Lease and Release and of Bargain of Sale, bearing Date respectively the Ninth and Tenth Days of *January* One thousand eight hundred and thirty-four, and duly enrolled, joined and concurred with the said *Mary* Marchioness Dowager of *Downshire* and *Arthur Blundell Sandys Trumbull* Marquis of *Downshire* in barring the Estate Tail of him the said Earl, and the Remainders expectant thereupon, in the said Manors or Lordships, Commandery, Capital and other Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments mentioned or described and comprised in the said last in part recited Indentures, and in settling and assuring the said Manors and other Hereditaments to the Uses therein and herein-before expressed concerning the same: And whereas the said *Mary* Marchioness Dowager of *Downshire* and Baroness *Sandys* made and duly signed and published her last Will and Testament in Writing, bearing Date the Third Day of *May* One thousand eight hundred and thirty-two (executed by her in the Presence of and attested by Three Witnesses), and thereby appointed the Right Honourable *Charles Chetwynd* Earl *Talbot* and the Reverend *James Reed*, Rector of *Evershoul* aforesaid in the County of *Bedford*, and her said Sons Lord *Arthur Marcus Cecil Hill* and Lord *George Augusta Hill*, Executors of her said Will, and also Trustees for all the Trusts and Purposes therein mentioned and declared: And whereas the said *Mary* Marchioness Dowager of *Downshire* made Two Codicils to her said herein-before in part recited Will, one of the said Codicils being without Date and being unattested, not relating to her Real Estate, and the other bearing Date the Twentieth Day of *August* One thousand eight hundred and thirty-four, and attested by Three Witnesses; and by the latter of the said Codicils the said Marchioness gave, devised, and bequeathed a certain Freehold Farm, Lands, and Premises called *Bourn House*, situate in the Parish of *Ombersley*, and her Shares and Interest in the *Holt Fleet Bridge* over the River *Severn*, unto the Trustees and Executors named in her said Will, and the Survivors and Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, according to the Nature and Quality thereof respectively, upon Trust

Will and
Codicils
thereto of
the Mar-
chioness
Dowager of
Downshire
Baroness
Sandys.

Trust to permit and suffer the Person and Persons for the Time being in Possession of or entitled to the Title or Dignity of Baron *Sandys* and the Estates late of her Uncle *Edwin* Lord *Sandys*, to receive and take the Rents, Issues, and Profits, Interest and other Income, arising therefrom, subject to certain Charges thereon respectively, amounting to Three thousand four hundred Pounds, and all Interest due thereon at and after her Decease, her Will and Intention being that those Properties should be held and enjoyed and go along with the said Estates of her said Uncle, so far as the Nature thereof respectively and the Rules of Law and Equity would permit, and in all other respects she thereby confirmed her said Will: And whereas the said *Mary* Marchioness Dowager of *Downshire* and Baroness *Sandys* died on or about the First Day of *August* One thousand eight hundred and thirty-six, without having married a Second Husband, and without having revoked or altered her said herein-before in part recited Will otherwise than by the said Codicils thereto, and without having revoked or altered the said Codicils; and the same Will and Codicils were on or about the Thirteenth Day of *September* One thousand eight hundred and thirty-six duly proved by the said Lord *Arthur Marcus Hill* and Lord *George Augusta Hill* alone in the Prerogative Court of *Canterbury*: And whereas by a Deed Poll under the Hands and Seals of the said *Charles Chetwynd* Earl *Talbot*, *James Reed*, and Lord *George Augusta Hill*, and bearing Date the Thirtieth Day of *March* One thousand eight hundred and thirty-seven, the said Earl *Talbot*, *James Reed*, and Lord *George Augusta Hill* did renounce and disclaim all Estate, Right, Title, and Interest in and to the said Freehold, Copyhold, and Leasehold Estates of or belonging to the said *Mary* late Marchioness Dowager of *Downshire* and Baroness *Sandys* deceased by the said Will and Codicil given and devised to them jointly with the said Lord *Arthur Marcus Cecil Hill*, as therein and herein-before expressed: And whereas by Indenture bearing Date the Thirty-first Day of *August* One thousand eight hundred and thirty-six, and made between the Reverend *Thomas Sockett* Clerk, Vicar of *Ombersley* aforesaid, of the First Part, the said *Arthur Moses William* Lord *Sandys*, as Patron of the said Vicarage, of the Second Part, the Right Reverend Father in God *Robert James* Lord Bishop of *Worcester* of the Third Part, and the said *Arthur Moses William* Lord *Sandys* of the Fourth Part, the said *Thomas Sockett*, by virtue of the Power or Authority given to him as Vicar or Incumbent of the Vicarage of *Ombersley* aforesaid in and by an Act of Parliament passed in the Fifty-fifth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for enabling Spiritual Persons to exchange Parsonage or Glebe Houses or Glebe Lands belonging to their Benefices for others of greater Value or more conveniently situated for their Residence and Occupation, and for annexing such Houses and Lands so taken in exchange to such Benefices as Parsonage or Glebe Houses and Glebe Lands; and for purchasing and annexing Land to become Glebe in certain Cases; and for other Purposes*; and in and by another Act of Parliament passed in the Sixth Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act to amend and render more effectual an Act passed in the Fifty-fifth Year of the Reign of His late Majesty, for enabling Spiritual Persons to exchange their Parsonage Houses or*
Glebe

Deed Poll
of 30th March
1837.

Deed of
31st August
1836.

55 G. 3. c. 147.

6 G. 4. c. 8.

Glebe Lands, and for other Purposes therein mentioned, did grant and convey unto the said *Arthur Moyses William Lord Sandys* and his Heirs all those several Closes, Pieces or Parcels of Freehold and Tithe-free Land situate and being on *Hadley Heath* in the Parish of *Ombersley* aforesaid, which were allotted and awarded to the said *Thomas Sockett* as such Vicar as aforesaid under and by virtue of the *Ombersley Inclosure Act and Award*, as the same were then or then late in the Occupation of *Joseph Moule* as Tenant to the said *Thomas Sockett*, and were and are described in the First Schedule subscribed to the said Indenture now in recital; (that is to say,) *Brick-kiln Hill*, containing Eight Acres One Rood and Twenty six Perches or thereabouts, *Near Heath Hill*, containing Eight Acres and Fourteen Perches or thereabouts, *Far Heath Hill*, containing Eight Acres Two Roods and Five Perches or thereabouts, *Field next Mayeux Road*, containing Seven Acres Three Roods and Thirty-six Perches or thereabouts, *Mayeux Hill*, containing Nine Acres Two Roods and Nineteen Perches or thereabouts, *Near Bowling Green Piece*, containing Eight Acres Two Roods and Four Perches or thereabouts, and *Far Bowling Green Piece*, containing Eight Acres Three Roods and Twenty-nine Perches or thereabouts, together with the Appurtenances, to hold the same unto the said *Arthur Moyses William Lord Sandys*, his Heirs and Assigns, for ever, in Exchange for Five several Closes or Parcels of Land at *Ombersley* aforesaid, containing in the whole Fifty-five Acres One Rood and Twenty-eight Perches, particularly mentioned or specified in the Second Schedule subscribed to the said Indenture now in recital, and formerly Part of the said herein-before mentioned Settled Estates, but nevertheless, as to the said Closes or Parcels of Land and Hereditaments so thereby conveyed in Exchange to the said *Arthur Moyses William Lord Sandys*, to such Uses, upon such Trusts, and for such Intents and Purposes, and with, under, and subject to such Powers, Provisoos, Agreements, and Declarations, and charged and chargeable in such Manner, in all respects as the said Closes or Parcels of Land and Hereditaments comprised in the said Second Schedule were or stood limited and settled and subject to and charged with immediately before the Execution of the said Indenture now in recital, or would have remained limited and settled and subject to and charged with in case the said Exchange had not been made: And whereas the said *Arthur Moyses William Lord Sandys* is unmarried: And whereas the said Lord *Arthur Marcus Cecil Hill* has not any Issue: And whereas the said Lord *George Augusta Hill* on the Twenty-first Day of *October* One thousand eight hundred and thirty-four intermarried with *Cassandra Jane Knight*, Daughter of *Edward Knight* Esquire, and has only One Son, named *Arthur Blundell George Sandys Hill*, born on the Thirteenth Day of *May* One thousand eight hundred and thirty-seven: And whereas by an Agreement in Writing bearing Date the Twenty-seventh Day of *January* One thousand eight hundred and thirty-six, and made between the said *Mary* late Marchioness Dowager of *Downshire* of the First Part, the said *Arthur Moyses William Lord Sandys* then Lord *Arthur Moyses William Hill* of the Second Part, and *Thomas Gale Curtler* of *Droitwich* in the County of *Worcester*, Gentleman, of the Third Part, the said *Thomas Gale Curtler*, in consideration of the Agreement therein-after con-

Agreement of
27th Jan.
1836.

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tained and herein-after mentioned, on the Part of the said *Mary* then Marchioness Dowager of *Downshire* and *Arthur Moyses William Lord Sandys* then Lord *Arthur Moyses William Hill*, agreed to relinquish and assign to them or the Survivor of them a Contract or Agreement therein recited for Sale to the said *Thomas Gale Curtler* by *William John Tristram* of *Doverdale* in the said County of *Worcester*, Farmer, at the Price of One thousand seven hundred and fifty Pounds, of a Copyhold Messuage, Homestead, and Farm called *Bytters*, computed to contain Thirty-one Acres and Two Perches, and situate within and held of the Manor of *Ombersley* aforesaid; and the said *Mary* then Marchioness Dowager of *Downshire* and *Arthur Moyses William Lord Sandys* then Lord *Arthur Moyses William Hill*, in consideration of the Premises, agreed to convey to the said *Thomas Gale Curtler*, discharged from Tithes, the said several Pieces or Parcels of Land on *Hadley Heath* aforesaid then agreed to be taken and since actually received in Exchange from the said *Thomas Sockett* as such Vicar as aforesaid, and also to enfranchise and to exonerate from the Improprate or Rectorial Tithes Three several Copyhold Estates or Tenements belonging to the said *Thomas Gale Curtler*, called respectively *Mayeux*, *Jenks*, and *Gardners*, situate within and held of the Manor of *Ombersley* aforesaid, upon Payment by the said *Thomas Gale Curtler* of such Sums of Money as should be fixed and determined by Referees to be appointed in manner therein expressed as the Price to be paid for the said Parcels of Land and for the said Enfranchisements and Exonerations: And whereas the said Copyhold Messuage, Homestead, and Farm called *Bytters* are adjacent or near to the Grounds of *Ombersley Court* aforesaid, and are important as a Possession to be held and enjoyed therewith: And whereas the Ownership of the aforesaid Manors and Estates in the Counties of *Cambridge* and *Bedford* is attended with much Inconvenience and Expence, the said Manors and Estates being situate at a great Distance from *Ombersley Court* aforesaid, the Family Mansion House and Residence of the said *Arthur Moyses William Lord Sandys*, and from his said Settled Estates in the County of *Worcester*, and the Demesnes and Services of the said Manors, consisting of divers Tenements held of the same Manors respectively by Copy of Court Roll, subject to small ancient annual Rents and other Services, and of numerous Common Socage, Free or Quit Rents, generally of small Amount, and payable in respect of Freehold Tenements, also held of the said Manors (which Copyhold and Freehold Tenements lie dispersed over very extensive Districts, and for the most Part remote from each other, in the said several Counties of *Cambridge* and *Bedford*), and the said last-mentioned Manors and Estates, for the Reasons aforesaid, are not desirable to be retained as Part of the said herein-before mentioned Settled Estates: And whereas not only the Freehold and Copyhold Hereditaments in the County of *Worcester* so as aforesaid agreed to be sold and enfranchised respectively to or for the Benefit of the said *Thomas Gale Curtler*, and the said above-mentioned Manors and Estates in the Counties of *Cambridge* and *Bedford*, but also the Improprate Rectorial Tithes arising or payable from or in respect of such Lands and Hereditaments within the Parish of *Ombersley* aforesaid as are not comprised in the said herein-before in part recited Indentures of

Settlement, and likewise the Copyhold Tenements held of the aforesaid several Manors in the said Counties of *Worcester*, *Cambridge*, and *Bedford*, might respectively be advantageously sold and enfranchised or disposed of, in order that the Proceeds of such Sales, Enfranchisements, or Dispositions might be invested in the Purchase of the said Messuage and Farm called *Bytters*, and of other Hereditaments in the County of *Worcester*, more convenient to be held with the said above-mentioned Settled Estates in the same County, and that the Hereditaments so purchased might be conveyed and assured to the existing and contingent Uses affecting the said Settled Estates: And whereas various Parts of the said Settled Estates in or near the Villages and in the Parishes of *Ombersley* and *Wickhamford* aforesaid afford eligible Sites for Dwelling Houses, Mills, and other Erections to be built thereon, and might be let with Advantage for such Purposes: And whereas the said herein-before in part recited Indenture of Release and Settlement of the Second Day of *August* One thousand seven hundred and ninety-eight does not contain any Powers enabling the said *Arthur Moyses William* Lord *Sandys*, or any Person or Persons entitled or to become entitled for Life to the said Settled Estates in Remainder after his Decease, or any Person or Persons on his or their Behalf, to effect any of the several Objects above mentioned, so far as respects the said Settled Estates in the County of *Worcester*: And whereas the said *James Brownlow William Gascoigne* Marquis of *Salisbury* and *Francis Joseph Faithfull* have declined to act in the Execution of the Powers of Sale and Exchange contained in the said Indenture of Release and Settlement of the Second Day of *August* One thousand seven hundred and ninety-eight, and which Powers are now vested in or exercisable by them and the said *Gerald Valerian Wellesley*, who is absent abroad, as Executors of the Will of the said *James* late Marquis of *Salisbury* deceased, who survived his Co-trustee the said *William Hanbury* also deceased; and the said Indenture of Release and Settlement does not contain any Power for the Appointment of new Trustees in the Place or Stead of the said *James* late Marquis of *Salisbury* and *William Hanbury*: And whereas it would be for the Advantage of all Persons interested in the aforesaid Settled Estates that Powers, with a view to the several Objects herein-before mentioned, should be granted to or vested in Trustees, to be exercised with the Consent of the Person for the Time being entitled as Tenant for Life to the immediate beneficial Enjoyment of the said Settled Estates, or with the Consent of the Guardians or Guardian of the Person for the Time being entitled by Purchase, under the Limitations aforesaid, to the said Settled Estates as Tenant in Tail Male in Possession during his Minority: But inasmuch as these Objects cannot be effected without the Aid and Authority of Parliament; wherefore Your Majesty's most dutiful and loyal Subject, the said *Arthur Moyses William* Lord *Sandys*, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for the Right Honourable *Edward Jervis* Viscount *Saint Vincent*, and the Honourable *John Chetwynd Talbot* of the *Inner Temple*, *London*,

Power of Sale
granted to the
Viscount
St. Vincent
Barrister

and the Hon. J. C. Talbot, Trustees of the Act, with the Consent of Tenants for Life, of the Settled Estates.

Barrister at Law, and the Survivor of them, and the Executors or Administrators of such Survivor, and they and he are and is hereby authorized and empowered, at any Time or Times after the passing of this Act, with the Consent in Writing of the said *Arthur Moyses William Lord Sandys* during his Life, and after his Decease of the Person who, by virtue of or under the Limitations contained in the said herein-before in part recited Indentures of the Second Day of *August* One thousand seven hundred and ninety-eight, the Twenty-first Day of *October* One thousand eight hundred and eleven, the Seventh Day of *February* One thousand eight hundred and thirty-three, and the Tenth Day of *January* One thousand eight hundred and thirty-four, or some or one of them, shall for the Time being be entitled as Tenant for Life to the immediate beneficial Enjoyment of the said herein-before mentioned Settled Estates or such Part thereof as shall or may for the Time being remain unsold or undisposed of under the Authority of this Act, or with the Consent in Writing of the Guardians or Guardian of the Person for the Time being entitled by Purchase, under the Limitations aforesaid, to the said Estates or the undisposed Part thereof as Tenant in Tail Male in Possession, during his Minority, to sell and dispose of, either altogether or in separate Lots or Parcels, and either by public Auction or private Contract, or partly by public Auction and partly by private Contract, to any Person or Persons willing to become the Purchaser or Purchasers thereof, (but subject nevertheless and without Prejudice to the subsisting Leases affecting the same,) all or any or any Part or Parts of the said several Manors or Lordships or reputed Manors or Lordships, Commandery, Messuages, Cottages, Lands, and Hereditaments situate and being within the said Counties of *Cambridge* and *Bedford*, or either of them, which are comprised and described in the said herein-before in part recited Indentures of the First and Second Days of *August* One thousand seven hundred and ninety-eight; and also all those the said Closes or Parcels of Land and Hereditaments situate at *Hadley Heath* in the Parish of *Ombersley* aforesaid, and so as aforesaid taken in Exchange from the said *Thomas Sockett*; and also all or any Portion or Portions of the Rectorial or Great and other Tithes, Parcel of or belonging to the Rectory Improprate of *Ombersley* aforesaid, arising or payable from or in respect of the several Lands and Hereditaments situate and being within the Parish of *Ombersley* aforesaid, which do not constitute Part of the said herein-before mentioned Settled Estates (which said several Manors or reputed Manors, Commandery, Messuages, Cottages, Lands, Tithes, and Hereditaments are particularly mentioned or specified in the First, Second, and Third Parts respectively of the First Schedule annexed to this Act); and also to sell and dispose of in manner aforesaid to any Person or Persons holding or who shall or may hold of the Lord of the Manors of *Ombersley* and *Wickhamford* aforesaid respectively, or either of them, either freely or by Copy of Court Roll, according to the Customs of the said respective Manors, any Messuages, Cottages, Lands, or Tenements, Parcels of or within the said Manors respectively, and also until Sale of the said herein-before mentioned Manors of *Shingey* otherwise *Shingay-cum-Wendy*, *Shingay Cambridge*, *Shingey* otherwise *Shingay*, *Stepingley*, *Evershoult*, *Silstowe*, and *Bedford* respectively,

respectively, to sell and dispose of in manner aforesaid to any Person or Persons holding or who shall or may hold of the Lord of the said last-mentioned Manors respectively, either freely or by Copy of Court Roll according to the Customs of the said respective Manors, any Messuages, Cottages, Lands, or Tenements Parcels of or within the same Manors respectively, the immediate Freehold and Inheritance in Fee Simple in Possession, and all other the Seignorial Right, Estate, and Interest whatsoever to, over, or in the same Messuages, Cottages, Lands, and Tenements, and all Common Socage, Free or Quit Rents, and all Copyhold and other Rents, Fines, Reliefs, Heriots, and Services, due or payable for or in respect of the said Freehold and Copyhold Tenements respectively or otherwise incident to the said respective Manors (which said Common Socage, Free or Quit Rents, and Copyhold or Customary Rents are mentioned or specified in the Fourth, Fifth, Sixth, and Seventh Parts of the said First Schedule annexed to this Act), but so nevertheless that all such Sales be made for the best Price or Prices in Money that can or may in the Opinion of the said *Edward Jervis* Viscount *Saint Vincent* and *John Chetwynd Talbot*, or the Survivor of them or the Executors or Administrators of such Survivor, be reasonably had or gotten for the same; and for the Purpose of effectuating all or any of such Sales, Enfranchisements, or Dispositions as aforesaid it shall be lawful for the said *Edward Jervis* Viscount *Saint Vincent* and *John Chetwynd Talbot*, and the Survivor of them, and the Executors or Administrators of such Survivor, upon Payment of the Monies to arise or be produced by any or each such Sale, Enfranchisement, or Disposition into the Bank of *England* in manner herein-after mentioned, by any Deed or Deeds or Instrument or Instruments in Writing, to be sealed and delivered by them or him in the Presence of and attested by One or more Witness or Witnesses (and to which Deed or Deeds or Instrument or Instruments the Person or Persons whose Consent to such Sale or Disposition is herein-before required shall be a Party or Parties for the Purpose of expressing his or their Consent), absolutely to revoke, determine, and make void all and every or any of the Uses, Trusts, Powers, Provisoes, Agreements, and Declarations by and in the said herein-before in part recited Indentures of the Second Day of *August* One thousand seven hundred and ninety-eight, the Twenty-first Day of *October* One thousand eight hundred and eleven, the Seventh Day of *February* One thousand eight hundred and thirty-three, and the Tenth Day of *January* One thousand eight hundred and thirty-four, respectively limited, declared, expressed, and contained or referred to of or concerning the Manors, Messuages, Cottages, Lands, Tithes, Rents, and Hereditaments proposed to be sold, enfranchised, or disposed of, and also all or any Estates, Uses, Trusts, Powers, and Provisoes which by means of any of the Powers, except the Powers of leasing contained in the said last-mentioned Indentures or any of them, have been or shall have been limited, declared, or created of or concerning the same Hereditaments or any of them or any Part or Parts thereof, and by the same or any other Deed or Deeds or Instrument or Instruments in Writing to be executed and attested as aforesaid (and to which the Person or Persons whose Consent is so required as herein-before mentioned shall be a Party or Parties for the Purpose of expressing

[*Private.*]

his or their Consent), to limit, appoint, and declare such Use or Uses, Estate or Estates, or Trust or Trusts of the said Manors, Messuages, Cottages, Lands, Tithes, Rents, and Hereditaments so as aforesaid proposed to be sold, enfranchised, or disposed of (subject nevertheless and without Prejudice to the subsisting Leases affecting the said Hereditaments) as it shall or may be thought necessary or expedient to limit, appoint, or declare in order to effectuate such Sale, Enfranchisement, or Disposition as aforesaid, and likewise, when proper or expedient, to enter into any Agreement for the Apportionment of the Rent or Rents of any Messuages, Cottages, Lands, Tithes, and other Hereditaments which shall or may be sold, enfranchised, or disposed of as aforesaid, and also, upon the Request of the Person or Persons to whom any Portions or Portion of Tithes shall or may be sold as aforesaid, to declare such Portions or Portion of Tithes to be extinguished, and to be thenceforth no longer payable.

Monies arising by Sale to be paid into the Bank to the Account of the Accountant General of the Court of Chancery ;

II. And be it further enacted, That the Monies to arise or be produced from or by any Sale or Sales or Enfranchisement or Enfranchisements to be made in pursuance of this Act shall be paid by the Purchaser or Purchasers 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 Settled Estates of the Lord *Sandys*," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and to the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four; and the Certificate or Certificates of the said Accountant General, 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 Court of Chancery, of the Payment into the Bank of *England* of the Monies arising from such Sale or Sales or Enfranchisement or Enfranchisements as aforesaid, or Office Copies thereof respectively, shall be and be deemed and taken to be good and sufficient as a Discharge or Discharges to the Person or Persons by whom or on whose Behalf such Monies respectively shall have been paid, and to his, her, or their Heirs, Executors, Administrators, and Assigns, and such Person or Persons, his, her, or their Heirs, Executors, Administrators, and Assigns, shall not afterwards be liable to see to the Application of the Monies in such Certificate or Certificates and Receipt or Receipts respectively certified or expressed to be received, or be answerable or accountable for any Loss, Misapplication, or Nonapplication of the same.

and the Surplus, after Payment of the Expences, to be laid out under the Direction of the Court in the Purchase of Estates

III. And be it further enacted, That out of the Monies so to be paid into the Bank to the Account "*ex parte* the Purchasers of the Settled Estates of the Lord *Sandys*" as aforesaid the Costs, Charges, and Expences preparatory to and attending the soliciting and applying for and obtaining and passing of this Act, and also the Costs, Charges, and Expences which shall or may be incurred in relation to or attending the Sale or Sales and Enfranchisement or Enfranchisements hereby authorized to be made or otherwise in the Execution

of the Powers herein-before contained, and the Costs and Expences of any Application to the Court of Chancery under this Act respecting the Matters aforesaid or in any Manner relating or incident thereto, shall be in the first place paid and satisfied; and the Residue or Surplus of such Monies shall with all convenient Speed, upon Petition to be presented to the said Court of Chancery in a summary Way by the said *Arthur Moyses William Lord Sandys*, during his Life, and after his Death by the Person who under the Limitations, contained in the said herein-before in part recited Indentures of the Second Day of *August* One thousand seven hundred and ninety-eight, the Twenty-first Day of *October* One thousand eight hundred and eleven, the Seventh Day of *February* One thousand eight hundred and thirty-three, and the Tenth Day of *January* One thousand eight hundred and thirty-four, or some or one of them, would for the Time being if this Act had not been made be or have been beneficially entitled in Possession to or to the Receipt of the Rents and Profits of the Hereditaments which shall have been so sold or enfranchised as aforesaid, provided such Person be of full Age, but if such Person shall be under the Age of Twenty-one Years then by his Guardians or Guardian, be laid out and invested under the Direction of the said Court in the Purchase of Freehold Manors, Messuages, Farms, Lands, Tenements, or Hereditaments of an Estate of Inheritance in Fee Simple in Possession, to be situate or arising within a convenient Distance of or from *Ombersley Court* aforesaid or the remaining unsold Part of the aforesaid Settled Estates in the County of *Worcester*, or in the Purchase of Copyhold Messuages, Lands, or Hereditaments held for an Estate of Inheritance in Possession convenient to be enjoyed with the said Settled Estates in the County of *Worcester* or with any Freehold Estates to be purchased in pursuance of this Act, and to be respectively approved of by the said Court, all which Manors and other Hereditaments so to be purchased as aforesaid shall be conveyed, surrendered, settled, and assured to the Uses, upon the Trusts, and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations, to, upon, for, with, under, and subject to which such or such Part or Parts of the aforesaid Settled Estates as shall or may be sold or enfranchised under the Authority of this Act now stand limited and settled by virtue of or under the said herein-before in part recited Indentures of the Second Day of *August* One thousand seven hundred and ninety-eight, the Twenty-first Day of *October* One thousand eight hundred and eleven, the Seventh Day of *February* One thousand eight hundred and thirty-three, and the Tenth Day of *January* One thousand eight hundred and thirty-four, or some or one of them, or to, upon, for, with, under, and subject to such and so many of the same Uses, Trusts, Intents, Purposes, Powers, Provisoos, Agreements, and Declarations as shall then be subsisting undetermined or capable of taking effect, or as near thereto as the Nature and Tenure of the Hereditaments so to be purchased, and the Deaths of Parties and other Circumstances, will then admit.

in Worcester-
shire.

IV. And be it further enacted, That all Monies which pursuant to the Directions herein-before contained shall be paid into the Bank of *England*, or so much thereof as shall not be ordered by the said Court

Until Purchases are made the Monies to

be laid out
in Exchequer
Bills, &c.

Court of Chancery to be from Time to Time applied in Payment of any Costs, Charges, or Expences pursuant to or in virtue of the Provisions herein contained, shall, in the meantime and until the same Monies shall be invested in the Purchase of Manors, Messuages, Lands, Tenements, or Hereditaments, be from Time to Time laid out by the Accountant General of the said Court of Chancery in the Purchase of Navy, Victualling, or Exchequer Bills; and the Interest arising from the Monies so laid out in the Navy, Victualling, or Exchequer Bills, and the Monies to be received for the same as they shall be respectively paid off by Government, shall from Time to Time be laid out, in the Name of the said Accountant General, in the Purchase of other Navy, Victualling, or Exchequer Bills; provided always, that it shall and may be lawful for the said Court to make such General Order or Orders, or Special Order or Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in the Course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in Exchange for those which are so in the Course of Payment as shall be effectual for enabling such Receipt in Exchange, and that in that Event the Interest of the old Bills shall be laid out as before directed with respect to the Interest where the Bills are paid off; all which Navy, Victualling, and Exchequer Bills shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred to the said Court of Chancery in a summary Way as aforesaid, be ordered to be sold by the said Accountant General for completing any such Purchase or Purchases as aforesaid; and if the Monies arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Principal Monies so laid out as aforesaid, then and in that 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 Lands directed to be purchased in case the same had been purchased pursuant to this Act, or to the Representative or Representatives of such Person or Persons respectively.

Court em-
powered to
order Costs
and Expences
to be taxed
and paid.

V. And be it further enacted, That it shall be lawful for the said Court of Chancery, upon Petition to be preferred in a summary Way by the Person or Persons who would for the Time being be entitled to the immediate beneficial Enjoyment of the Estates to be purchased with the Monies so as aforesaid directed to be paid into the Court of Chancery, to make from Time to Time such Orders as the said Court shall think expedient or proper for allowing, taxing, and settling all Costs, Charges, and Expences which have been or shall be incurred in obtaining and passing this Act, or preparatory thereto, and making the several Applications to the Court in pursuance hereof, and in making or completing any Sale or Sales herein-before authorized to be made, or in any way incidental thereto, and in paying into the Bank of *England* as aforesaid such Sums of Money as are herein-before directed to be so paid in, and in investing all or any Monies which under this Act shall be paid into the Bank of *England* in the Purchase of Estates according to the Directions herein contained,

or

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

VI. And be it further enacted, That it shall be lawful for the said *Edward Jervis Viscount Saint Vincent* and *John Chetwynd Talbot*, and the Survivor of them, and the Executors or Administrators of such Survivor, and they and he are and is hereby authorized and empowered, at any Time or Times after the passing of this Act, with the Consent in Writing of the said *Arthur Moyses William Lord Sandys* during his Life, and after his Decease, of the Person who by virtue of or under the Limitations contained respectively in the said herein-before in part recited Indentures of the Second Day of *August* One thousand seven hundred and ninety-eight, the Twenty-first Day of *October* One thousand eight hundred and eleven, the Seventh Day of *February* One thousand eight hundred and thirty-three, and the Tenth Day of *January* One thousand eight hundred and thirty-four, or some or one of them, shall for the Time being be entitled as Tenant for Life to the immediate beneficial Enjoyment of the said herein-before mentioned Settled Estates, or such Part thereof as shall or may for the Time being remain unsold or undisposed of under the Authority of this Act, or with the Consent in Writing of the Guardians or Guardian of the Person for the Time being entitled by Purchase under the Limitations aforesaid to the said Settled Estates, or the undisposed Part thereof, for an Estate in Tail Male in Possession during his Minority, by Indenture or Indentures, to be sealed and delivered by them or him respectively in the Presence of and to be attested by One or more Witness or Witnesses, to demise or lease all or any Part or Parts of the Lands and Hereditaments mentioned or specified in the Second Schedule annexed to this Act, to any Person or Persons who shall have built or shall covenant or agree to build upon the Lands or Grounds to be demised or leased, or any Part or Parts thereof respectively, any Messuages, Cottages, Mills, Warehouses, or other Erections or Buildings, whether for the Purpose of Residence or Business, or for any Manufacture or other Purpose whatsoever, or to rebuild or substantially repair any of the Messuages, Cottages, Mills, Warehouses, or other Erections or Buildings which now are or at any Time or Times hereafter shall or may be on the same Lands or Grounds, or any Part or Parts thereof, or to any Person or Persons who shall be nominated for that Purpose by such last-mentioned Person or Persons, for any Term or Number of Years not exceeding Ninety-eight Years, to take effect in Possession and not in Reversion or by way of future Interest, with or without Liberty for the Lessee or Lessees to take down any then existing Buildings on the Lands or Grounds to be comprised in any such Demise or Lease, and to apply the Materials to such Purposes as shall be agreed upon, and with or without Liberty for the Lessee or Lessees to lay out and appropriate any Part or Parts of the said Lands or Grounds not exceeding Five Acres as or for a Yard or Yards, and Garden or Gardens, or Pleasure Ground or Pleasure Grounds, or for such other

Power to Trustees, with Consent of Tenants for Life, to grant Building Leases, for not exceeding 98 Years, of Lands specified in the Second Schedule.

[Private.]

Purpose or Purposes as may be agreed upon, to be attached to the Messuage or Messuages, Mill or Mills, Warehouse or Warehouses, Cottage or Cottages, or other Erections or Buildings to be built or rebuilt or repaired on the Lands or Grounds so to be demised or leased, and also as or for private or public Ways or Passages, or otherwise for the Use and Convenience of the Lessee or Lessees or other Tenants or Occupiers of the same Premises, and also with or without Power to make Drains, Sewers, and other Easements for the more convenient Enjoyment thereof, and to dig and take such Building or Tile Stones, Earth, Clay, Sand, Loam, or Gravel as it shall or may be found convenient to remove for effecting any of the Purposes aforesaid, and to use the same in and about such Buildings or other Improvements to be erected or made in or upon the Premises so to be demised or leased; and also any other Power or Powers which shall or may be considered necessary or advisable to facilitate or give Effect to the Object of the Parties granting and taking any such Demise or Lease, so that upon every such Demise or Lease there be reserved and made payable during the Continuance thereof, by equal quarterly Payments, and to be incident to the immediate Reversion of the Premises to be demised or leased, the best and most improved yearly Rent or Rents, free from all Deductions whatsoever, that can be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift for the making thereof; and so that there be contained in every such Demise or Lease Covenants from the Lessee or Lessees from Time to Time during the Term thereby to be created well and substantially to repair and keep in repair all and singular the Messuages, Cottages, Mills, Warehouses, and other Erections or Buildings to be therein comprised, or to be thereafter erected and built upon the Premises demised, and to keep all such Buildings insured from Loss or Damage by Fire to the Amount of Three Fourths at least of the Value thereof in some One or more public Office or Offices of Insurance against Fire, and to lay out the Monies to be received by virtue of such Insurance or Insurances in rebuilding or repairing and reinstating such Buildings, if at any Time destroyed or damaged by Fire, and at the End or other sooner Determination of the Term to be thereby created to surrender the Possession of the Premises thereby to be demised quietly and without Delay; and so that there be contained in every such Demise or Lease a Clause or Condition of Re-entry on Nonpayment of the Rent thereby to be reserved in case of the same or any Part thereof falling in arrear by the Space of Twenty-one Days next after the same shall become payable, or on Nonperformance of any of the Covenants, Provisoes, or Agreements to be therein contained on the Part of the Lessee or Lessees, and all such other Covenants, Conditions, Provisoes, Agreements, and Restrictions (if any) as from the Nature of the Case may appear to be reasonable or proper; and so that the Lessee or Lessees do execute a Counterpart or Counterparts thereof respectively.

Trustees may enter into Contracts for Leases.

VII. Provided always, and be it further enacted, That it shall be lawful for the said *Edward Jervis* Viscount *Saint Vincent* and *John Chetwynd Talbot*, and the Survivor of them, and the Executors or Administrators of such Survivor, if they or he shall think proper, but not otherwise, to enter into any Contract or Contracts in Writing for

for making or granting any such Building or Repairing Lease or Leases as aforesaid, pursuant to the Power or Authority and at the Rent or Rents and subject to the Restrictions herein-before contained, so far as the same shall be applicable, and to agree, when and as any Land or Ground thereby contracted to be demised or let, or any Part or Parts thereof, shall be built upon in the Manner and to the Extent to be stipulated in any such Contract or Contracts, by One or more Indenture or Indentures to demise or lease the Lands and Buildings to be mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same, or to such other Person or Persons as he or they shall or may nominate and appoint in that Behalf, for and during the Remainder of the Term to be specified in such Contract or Contracts, and in such Parcels, and under and subject to such Portions of the yearly Rent or Rents to be specified in such Contract or Contracts, as shall or may be thought proper; and all Leases to be granted pursuant to such Contract or Contracts shall be subject to such Covenants, Conditions, and Agreements as are herein-before directed to be contained in the Leases herein-before authorized to be made, so far as the same shall be applicable: Provided always, that in every such Contract there shall be inserted a Clause or Condition for vacating the same, or for Re-entry into such Part or Parts of the Lands and Buildings therein comprised and agreed to be let as shall not be built upon or completed respectively in the Manner therein stipulated within a reasonable Time to be therein appointed for that Purpose, and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be granted, pursuant to such Contract, shall accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same within a reasonable Time to be thereby appointed, or that in default thereof such Contract shall be void.

VIII. Provided also, and be it further enacted, That this Act shall not nor shall any thing herein contained be construed or deemed or taken to suspend, revoke, annul, prejudice, lessen, or affect the Powers contained in the said herein-before in part recited Indentures of the Second Day of *August* One thousand seven hundred and ninety-eight and the Seventh Day of *February* One thousand eight hundred and thirty-three respectively, or any of them, except so far as the same may be defeated or affected by the Exercise of any of the Powers given by or contained in this Act.

Settlements of 1798 and 1833 not to be affected.

IX. And be it further enacted, That if the said *Edward Jervis* Viscount *Saint Vincent* and *John Chetwynd Talbot*, or either of them, or the Trustees or Trustee to be appointed as herein-after mentioned, shall die or go to reside abroad, or shall desire to relinquish the Powers hereby created, or shall become incapable of acting therein, then and so often it shall and may be lawful for the Court of Chancery, on Petition to be presented in a summary Way by the Person for the Time being entitled under the Limitations herein-before mentioned or recited to the immediate beneficial Enjoyment of the aforesaid Settled Estates, or the then undisposed Part thereof, to constitute and appoint some fit and proper Persons or Person to be Trustees or a Trustee

Power to Court of Chancery to appoint new Trustees.

Trustee in the Place of the Trustees or Trustee who shall die or go to reside abroad, or desire to be discharged, or become incapable of acting as aforesaid; and all and every such new Trustees or Trustee to be appointed as aforesaid, and their and his Executors or Administrators, shall and may act in the Execution of the Powers of this Act, and shall have and shall be and are hereby invested with all and singular the said Powers and Authorities herein-before contained or expressed, in such and the same Manner as if they or he had been appointed Trustees or Trustee by this Act.

General
Saving.

X. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Arthur Moyses William Lord Sandys* and his First and other Sons, and the Heirs Male of the Bodies of such Sons respectively, and except the said Lord *Arthur Marcus Cecil Hill* and his First and other Sons, and the Heirs Male of the Bodies of such Sons respectively, and except the said Lord *George Augusta Hill* and his First and other Sons, and the Heirs Male of the Bodies of such Sons respectively, and except the said *Arthur Blundell Sandys Trumbull* Marquis of *Downshire* and his First and other Sons, and the Heirs Male of their respective Bodies, and except all and every other Persons and Person claiming or to claim any Estate, Right, Title, or Interest at Law or in Equity in, to, or out of the said Manors or Lordships or reputed Manors or Lordships, Commandery, Capital and other Messuages, Farms, Lands, Tithes, Rents, Tenements, and Hereditaments hereby authorized to be sold, exchanged, enfranchised, demised, or otherwise disposed of as aforesaid, or any of them, or any Part or Parts thereof, by virtue of or under the herein-before in part recited Indentures of the Second Day of *August* One thousand seven hundred and ninety-eight, the Twenty-first Day of *October* One thousand eight hundred and eleven, the Seventh Day of *February* One thousand eight hundred and thirty-three, and the Tenth Day of *January* One thousand eight hundred and thirty-four, or any of them, or by virtue of or under the said herein-before mentioned Second Codicil to the Will of the said *Mary* late Marchioness Dowager of *Downshire* and Baroness *Sandys*, or by virtue of or under the Inclosure Act and Award, or any other Indenture or Indentures, or other Instrument or Instruments herein-before recited or mentioned,) all such Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the same Estates and Hereditaments respectively, and every or any Part thereof respectively, as they, every or any of them, had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been passed.

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

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

SCHE-

SCHEDULES referred to by the foregoing Act.

The FIRST SCHEDULE.

FIRST PART.

Estates in the Counties of Cambridge and Bedford comprised in the Indentures of Lease and Release and Settlement of the 1st and 2d Days of August 1798, recited in the said Act.

The Commandery of Shingey otherwise Shinghay, with the Appurtenances, in the Counties of Cambridge and Bedford or one of them;

The Manors or Lordships of Shingay otherwise Shingay-cum-Wendy, and Shingay-Cambridge, with the Appurtenances, in the Counties of Cambridge and Bedford or one of them;

The Manors or Lordships of Shingey otherwise Shingay, Steplingey, Evershoul, Silstowe otherwise Silsoe, and Bedford, with the Appurtenances, in the County of Bedford;

The Advowson of the Rectory of Evershoul in the County of Bedford;

And the several Messuages, Buildings, Cottages, Farms, Lands, Tithes, and Hereditaments following, with their Appurtenances, situate in the several Parishes of Shingey otherwise Shingay, Steeple Morden, Abington otherwise Abington Piggotts, or some or one of them, in the County of Cambridge; (that is to say,)

Names of Tenants or Occupiers.	Description of Premises.	Quantities.			Yearly Rents.			Observations.
		A.	R.	P.	£	s.	d.	
The Executors of Jackey Leete.	Messuage, Buildings, and Farm.	290	1	12	310	0	0	In Shingay and Steeple Morden.
	And Tithes of Lands in the Parish of Steeple Morden.	-	-	-	7	3	0	
John Walters, senior -	Messuage, Buildings, and Farm.	228	1	3	200	0	0	In Shingay and Abington.
John Walters, senior, and John Walters, junior	Messuage, Buildings, Farm, and Two Cottages and Gardens.	263	0	17	360	0	0	In Shingay.
William Russell -	Messuage, Buildings, Water Corn Mill, and Farm.	126	0	39	230	0	0	Ditto.
Richard Chapman -	Cottage and Garden	-	-	-	3	0	0	Ditto.
John Watts -	Ditto	-	-	-	3	0	0	
Simeon Smith -	Ditto	-	-	-	3	0	0	
William Jeneway -	Ditto	-	-	-	3	0	0	
Stephen Star -	Ditto	2	0	0	4	0	0	
Jasper Thompson -	Ditto	-	-	-	4	0	0	
William Star -	Ditto	-	-	-	4	0	0	
Thomas Watts -	Ditto	-	-	-	4	0	0	
John Williams -	Ditto	-	-	-	0	15	0	
James Ilet -	Ditto	-	-	-	0	15	0	
John Lawrence -	Ditto	-	-	-	0	15	0	Ditto.
Thomas Ilet -	Ditto	-	-	-	0	15	0	
Thomas Chapman -	Ditto	-	-	-	0	15	0	
John Lowton -	Ditto	-	-	-	0	15	0	For Poor.
Overseers of Shingay -	Ditto	-	-	-	0	10	0	
Ditto -	Ditto	-	-	-	0	5	0	
		909	3	31	1,140	8	0	

[Private.]

SECOND PART.

Lands in the Parish of Ombersley in the County of Worcester, being those received in Exchange from the Reverend Thomas Sockett the Vicar, as recited in the foregoing Act.

Name of Tenant or Occupier.	Description of the Lands.	Quantities.			Annual Value.			Observations.
		A.	R.	P.	£	s.	d.	
Thomas Gale Curtier	Brick-kiln Hill - -	8	1	26	9	5	0	These are the Lands agreed to be sold to Mr. Curtler, as recited in the foregoing Act.
	Near Heath Hill - -	8	0	14	8	17	9	
	Far Heath Hill - -	8	2	5	9	7	8	
	Field near Mayeux Road -	7	3	36	8	15	5	
	Mayeux Hill - -	9	2	19	11	10	10	
	Near Bowling-green Piece	8	2	4	9	7	6	
	Far Bowling-green Piece -	8	3	29	9	16	6	
		60	0	13	67	0	8	

THIRD PART.

The Rectorial Tithes, Parcel of the Rectory Improprate of Ombersley in the County of Worcester (comprised in the said recited Settlement of the 1st and 2d Days of August 1798), arising from Lands of about Eighty different Proprietors in the Parish of Ombersley, containing 2,251A. 2R. 39P., or thereabouts, and let to the Occupiers on yearly Compositions, amounting together for the Year ending at Michaelmas last to the Sum of about 46*l.* 11*s.* 9*d.*

FOURTH PART.

Ancient Common Socage, Free or Quit Rents, and Copyhold Rents payable in respect of Lands and Tenements held of the Manors of Ombersley and Wickhamford in the County of Worcester, by about Eighty Free or Common Socage Tenants, and Copyhold or Customary Tenants of those Manors, and amounting together to about 43*l.* 6*s.* 3¼*d.* per Annum, as under; viz.

	£	s.	d.
In the Manor of Ombersley, from Free and Copyhold Tenants } yearly Rents, about - - - - -	42	12	0¼
In the Manor of Wickenham, from One Free Tenant, ditto	0	14	3
	£	43	6 3¼

FIFTH PART.

Ancient Common Socage, Free or Quit Rents, and Copyhold Rents payable by about Forty-five Tenants in respect of Lands and Tenements held of the Manor of Shingay-cum-Wendy in the County of Cambridge, lying much dispersed in about Twenty Parishes or Places in or near that County, many of them far distant from the Village of Shingay aforesaid, where the Courts of the said Manor are held, which Rents amount together to about 22*l.* 2*s.* 7½*d.* per Annum.

SIXTH PART.

Ancient Common Socage, Free or Quit Rents, payable by about Forty-seven Tenants in respect of Lands and Tenements held of the Manor of Shingay-Cambridge in the said County of Cambridge, lying much dispersed in about Twenty-four Parishes or Places in or near that County, many of which are far distant from the Village of Shingay aforesaid, where the Courts of this Manor are also held, which last-mentioned Rents amount together to about 9*l.* 19*s.* 0¼*d.* per Annum.

SEVENTH

SEVENTH PART.

Ancient Common Socage, Free or Quit Rents, and also Copyhold Rents payable by about Sixty Tenants in respect of Lands and Tenements held of the Manors of Stepingley, with its Members, Evershoul, Silstowe otherwise Silsoe, and Bedford, or some or one of them, in or near the County of Bedford, lying and being much dispersed in about Twenty Parishes or Places, many of which are far distant from the Village of Stepingley, where the Courts of these Manors are held, which last-mentioned Rents amount together to about 10*l.* 1*s.* 4½*d.* per Annum.

The SECOND SCHEDULE.

Lands and Hereditaments in the Parishes of Ombersley and Wickhamford in the County of Worcester, Parts of the said Settled Estates, as under :—

In the Parish of Ombersley.

Lands and Hereditaments situate within 500 Yards on either Side of the Village of Ombersley; and Lands and Hereditaments situate within 500 Yards on either Side of the Turnpike and other Roads passing through the Parish of Ombersley; and Lands and Hereditaments situate within 500 Yards of the Eastern Bank of the River Severn, which is the Boundary on the West Side of that Parish for many Miles; and Lands and Hereditaments situate within 500 Yards of each of the various Pools, Ponds, and Streams or Rivulets of Water in Ombersley, Parts of the Settled Estates, save and except the Mansion and Family Residence called Ombersley Court, and the Buildings, Gardens, Pleasure Grounds, and Lands now in hand or usually held and enjoyed therewith.

In the Parish of Wickhamford.

Lands and Hereditaments situate within 500 Yards on either Side of the Village of Wickhamford; and Lands and Hereditaments situate within 500 Yards on either Side of the Turnpike Road from London to Worcester which passes through the Parish of Wickhamford; and Lands and Tenements situate within 500 Yards on either Side of the Brook or Mill Stream running through the said Parish.

T. Handley.

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