

ANNO DUODECIMO & DECIMO TERTIO

VICTORIÆ REGINÆ.

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the said Testator gave and devised the said Premises, and every Part thereof unto all and every the Child or Children of the said *Mary Reynolds* lawfully to be begotten, equally to be divided between them, if more than One, Share and Share alike, as Tenants in Common, and not as Joint Tenants, and the several and respective Heirs of the Body or Bodies of such Child or Children lawfully issuing, and in case One or more of such Child or Children should happen to die without leaving Issue of his, her, or their Body or Bodies, then as to the Share or Shares of him, her, or them so dying without Issue the said Testator gave and devised the same to the Survivors or Survivor or others or other of them, to be equally divided amongst them, Share and Share alike, as Tenants in Common, and not as Joint Tenants, and to be held by the several and respective Heirs of the Body and Bodies of such Survivors or Survivor, or others or other of them lawfully issuing, and if all such Children but One should happen to die without Issue of their Bodies, or if there should be but One such Child, then the said Testator gave and devised the whole of the said Premises to such surviving or only Child, and the Heirs of the Body of such Child lawfully issuing, with divers Remainders over: And whereas the said *Thomas Cole* and his Wife the said *Mary Cole* are both long since deceased: And whereas by an Indenture of Release and Settlement dated the Seventh Day of *August* One thousand eight hundred and two, and grounded, so far as the same operated as a Release, on a Lease for a Year dated the Day before the Date thereof, therein referred to, and made or expressed to be made between *Richard Reynolds* Esquire of the First Part, the said *Lawrence Reynolds* of the Second Part, the said *Mary Cole* Widow and the said *Mary Reynolds* (then *Mary Cole* Spinster) of the Third Part, *Daniel Barley* Gentleman, *John Ibbott* Apothecary, and *William Dunn* Gentleman, of the Fourth Part, and *George Langton* Esquire and *George Maule* Gentleman of the Fifth Part, (being the Settlement made previously to and in consideration of the Marriage then intended and shortly afterwards solemnized between the said *Lawrence Reynolds* and the said *Mary Reynolds*,) the said *Richard Reynolds* and *Lawrence Reynolds* did release and convey all such Parts of the several Farms, Lands, and Hereditaments therein mentioned as were of Freehold Tenure, with the Rights, Members, and Appurtenances thereto belonging, unto the said *George Langton* and *George Maule*, and their Heirs, to the Use (after the Solemnization of the said then intended Marriage) of the said *Lawrence Reynolds* and his Assigns during his natural Life, with a Limitation to the Use of the said *George Langton* and *George Maule*, and their Heirs, during the natural Life of the said *Lawrence Reynolds*, in trust to preserve the contingent Uses and Estates therein-after limited, and to preserve the same from being defeated or destroyed, and after the Decease of the said *Lawrence Reynolds* to the Use of the said *Mary Reynolds* and her Assigns during her natural Life, with a Limitation to the Use of the said *George Langton* and *George Maule*, and their Heirs, during the natural Life of the said *Mary Reynolds*, in trust to preserve the contingent Uses and Estates therein-after limited from being defeated, and after the Decease of the Survivor of them the said *Lawrence Reynolds* and *Mary* his Wife to the Use of all and every the Child and Children of the Body of the said *Lawrence Reynolds* on the Body of the said *Mary* his Wife to be begotten, as

Settlement on the Marriage of Lawrence Reynolds and Mary Cole, dated 7th August 1802.

Tenants

Tenants in Common, if more than One, and of the several and respective Heirs of the Body and Bodies of all and every such Child and Children, and in case there should be a Failure of Issue of the Bodies of any of such Children, then, as to the Share or Shares, as well original as accruing, of such Child or Children whose Issue should so fail, to the Use of all and every other the Child and Children of the Body of the said *Lawrence Reynolds* on the Body of the said *Mary* his Wife to be begotten, as Tenants in Common, if more than One, and of the several and respective Heirs of the Body and Bodies of all and every such Child and Children, with divers Remainders over; and by the Indenture now in recital the said *Richard Reynolds* covenanted with the said *George Langton* and *George Maule*, their Heirs and Assigns, that in case the said then intended Marriage should take effect he the said *Richard Reynolds* would surrender into the Hands of the Lords of the Manors of *Buckden* and *Broughton* in the County of *Huntingdon* all such Parts of the said several Farms, Lands, and Hereditaments as were of Copyhold Tenure to the Use of the said *George Langton* and *George Maule*, their Heirs and Assigns, upon such Trusts and for such Intents and Purposes as would correspond with the Uses therein-before limited of the said Freehold Hereditaments thereby released, or as near thereto as the different Nature of the Tenures would admit; and by the Indenture now in recital it was provided, that if the said Trustees or either of them, or any future Trustee or Trustees to be appointed as therein-after mentioned, should die, or desire to be discharged from or decline or become incapable to act in the Execution of the Trusts therein contained, or any of them, then and in such Case, and when and so often as the same should happen, it should be lawful for the said *Lawrence Reynolds* and *Mary* his Wife, by any Writing or Writings under their Hands and Seals, to appoint any other proper Person or Persons to be a Trustee or Trustees in the Stead of the Trustee or Trustees so dying, or desiring to be discharged or declining or becoming incapable to act as aforesaid: And whereas, in pursuance of the said Indenture of Settlement, at a Court held in and for the said Manor of *Buckden* on the Sixth Day of *October* One thousand eight hundred and two, the said *George Langton* and *George Maule* were admitted Tenants on the Surrender of the said *Richard Reynolds* (made in pursuance of his Covenant in that Behalf contained in the last-recited Indenture) to divers Tenements and Open Field Lands and Hereditaments, situate in *Buckden* aforesaid, and held of the Manor of *Buckden*, in lieu of which Open Field Lands and divers Common Rights certain Copyhold Lands and Hereditaments situate within and held of the said Manor of *Buckden* were allotted, to hold to them the said *George Langton* and *George Maule*, their Heirs and Assigns, according to the Custom of the said Manor, and according to the Form and Effect of the said Surrender: And whereas at a Court held in and for the said Manor of *Broughton* on the Seventeenth Day of *November* One thousand eight hundred and two it was presented by the Homage, that on the Seventh Day of *August* One thousand eight hundred and two the said *Richard Reynolds* had surrendered the said Copyhold Hereditaments and Premises comprised in or subject to the said Indenture of the Seventh Day of *August* One thousand eight hundred and two, situate

Trustees of the Settlement admitted to Copyholds of the Manor of Buckden, 6th October, 1802.

Surrender of Copyholds of the Manor of Broughton to the Trustees, but no Admittance.

situate within and held of the said Manor of *Broughton*, to the Use of the said *George Langton* and *George Maule*, their Heirs and Assigns, according to the Custom of the said Manor of *Broughton*, to such or the like Uses, upon such or the like Trusts, as were contained in the said recited Indenture of the Seventh Day of *August* One thousand eight hundred and two; but the said *George Langton* and *George Maule* were not then or at any Time afterwards admitted Tenants, in pursuance of such Surrender: And whereas the said *Richard Reynolds* by his Will bearing Date the Tenth Day of *July* One thousand eight hundred and twelve, after certain Devises not affecting the said Copyhold Hereditaments comprised in the said above-recited Surrenders, gave and devised all his Manors and all other his Messuages, Lands, Tenements, and Real Estates, whatsoever and wheresoever, not therein-before disposed of, unto his Nephew, the said *Lawrence Reynolds*, his Heirs and Assigns for ever: And whereas the said *Richard Reynolds* died in the Month of *January* One thousand eight hundred and fourteen: And whereas at a Court held in and for the said Manor of *Broughton* on the Second Day of *December* One thousand eight hundred and fourteen the Death of the said *Richard Reynolds* was presented by the Homage: And whereas at a Court held for the said Manor of *Broughton* on the Twenty-second Day of *November* One thousand eight hundred and sixteen the Death of the said *Richard Reynolds* was recited, and that he had duly surrendered all his Copyhold Estates situate within and held of the said Manor, to the Use of his Will, and at the same Court the said *Lawrence Reynolds* was duly admitted Tenant of the Copyhold Hereditaments held by the said *Richard Reynolds* deceased of the said Manor of *Broughton*, to hold to him and his Heirs according to the said Will: And whereas at a Court held in and for the said Manor of *Buckden* on or about the Fourteenth Day of *April* One thousand eight hundred and seventeen the Death of the said *Richard Reynolds* was presented by the Homage, and that he had duly surrendered his Copyhold Hereditaments held of the same Manor, to the Use of his Will, and at the same Court the said *Lawrence Reynolds* was duly admitted Tenant to the Copyhold Hereditaments held of the said Manor of *Buckden* by the said *Richard Reynolds*, and so devised to him as aforesaid, and also such Allotments as by virtue of an Act passed for inclosing the said Parish of *Buckden* had been or should be set out, allotted, and awarded to the said *Richard Reynolds* by the Commissioners appointed by the said Act to inclose the said Parish, in exchange for the said Copyhold Premises or any of them, to hold the same unto the said *Lawrence Reynolds*, his Heirs and Assigns, at the Will of the Lord, according to the Custom of the said Manor: And whereas the said *George Maule* died on or about the Second Day of *March* One thousand eight hundred and twelve: And whereas the said *George Langton*, by a certain Deed Poll under his Hand and Seal, bearing Date the Fourth Day of *July* One thousand eight hundred and fifteen, after reciting that the said *George Langton* had executed the said recited Indenture of Settlement of the Seventh Day of *August* One thousand eight hundred and two, but that he had in no respect acted in carrying the Trusts of the said Indenture into execution, the said *George Langton* did thereby testify his Desire

Will of Richard Reynolds, dated 10th July 1812.

Lawrence Reynolds admitted to Copyholds of the Manor of Broughton, 22d Nov. 1816;

also admitted to Copyholds of the Manor of Buckden, 14th April 1817.

Desire of being discharged from and did refuse and decline to act in carrying into execution the Trusts contained in the said Indenture of Settlement, and every Matter relating thereto: And whereas by an Indenture bearing Date on or about the Twenty-fourth Day of *April* One thousand eight hundred and seventeen, and made or expressed to be made between the said *Lawrence Reynolds* and *Mary* his Wife of the one Part, and the Reverend *Thomas Rooper* of *Abbott Ripton* in the said County of *Huntingdon*, and *Henry Sweeting* of the Town of *Huntingdon*, Gentleman, of the other Part, and duly signed, sealed, and delivered by the said *Lawrence Reynolds* and *Mary* his Wife, it was witnessed, that the said *Lawrence Reynolds* and *Mary* his Wife, in pursuance and exercise of the Power for that Purpose given to them by the said recited Indenture of Settlement of the Seventh Day of *August* One thousand eight hundred and two, did by the Indenture now in recital nominate and appoint the said *Thomas Rooper* and *Henry Sweeting* to be new Trustees, in the Stead of the said *George Maule* deceased and *George Langton*, to act in the several Trusts which were by the said Indenture of the Seventh Day of *August* One thousand eight hundred and two vested in the said *George Maule* and *George Langton* as aforesaid: And whereas at a Court held in and for the said Manor of *Buckden* on the Tenth Day of *October* One thousand eight hundred and seventeen it was presented that the said *Lawrence Reynolds* had, out of Court, on the Twentieth Day of *September* then last, duly surrendered the said Hereditaments held of the Manor of *Buckden* previous to the Inclosure of the said Parish, to the Use of the said *Thomas Rooper* and *Henry Sweeting*, their Heirs and Assigns, according to the Custom of the said Manor, upon the Trusts of the said Indenture of the Seventh Day of *August* One thousand eight hundred and two; but the said *Thomas Rooper* and *Henry Sweeting* were not then nor have they since been admitted Tenants in pursuance of the said Surrender: And whereas the Commissioners appointed to inclose the said Parish of *Buckden*, by their Award bearing Date the Twenty-sixth Day of *July* One thousand eight hundred and twenty, set out, allotted, and awarded to the said *George Langton*, in lieu of the said Open Field Lands in *Buckden*, certain Allotments, Pieces, or Parcels of Land mentioned and described in the said Award as situate within and held of the said Manor: And whereas at a Court held in and for the said Manor of *Broughton* on the Eleventh Day of *November* One thousand eight hundred and seventeen it was presented by the Homage, that the said *Lawrence Reynolds* had surrendered the said Copyhold Hereditaments situate within and held of the said Manor of *Broughton*, to the Use of the said *Thomas Rooper* and *Henry Sweeting* the younger, their Heirs and Assigns for ever, nevertheless to such or the like Uses, Trusts, Intents, and Purposes as were contained in the said recited Indenture of the Seventh Day of *August* One thousand eight hundred and two and the said Indenture of the Twenty-fourth Day of *April* One thousand eight hundred and seventeen; but the said *Thomas Rooper* and *Henry Sweeting* were not then nor have they since been admitted Tenants of the said Manor in pursuance of the said surrender: And whereas there were Seventeen Children of the said *Mary Reynolds* by the said *Lawrence Reynolds*, and no more; (namely,)

Appointment of Thomas Rooper and Henry Sweeting to be Trustees of the Settlement, in the Stead of G. Maule and G. Langton, dated 24th April 1817.

Surrender of the Copyholds of the Manor of Buckden to the new Trustees, but no Admittance.

Award of Inclosure Commissioners, 26th July 1820.

Surrender of the Copyholds of the Manor of Broughton to the new Trustees, but no Admittance.

Richard Anthony Reynolds, the eldest Son, *Charles Cole Reynolds*, *Mary Frances*, lately the Widow of *Reginald Curteis* Esquire, and now the Wife of *Patrick Fitzroy Wellesley Campbell* Esquire, *Mary Ann*, now the Wife of *William Henry Desborough* Esquire, *Margaret*, now the Wife of the Reverend *Henry Sweeting*, *Louisa*, now the Wife of *Thomas Chaloner Smith* Esquire, *Elizabeth*, now the Wife of *Charles George Taylor* Esquire, *Antoinetta Caroline Reynolds*, *Thomas Reynolds*, *George Reynolds*, *Edward Reynolds*, and *Lawrence William Reynolds*, all of whom have attained the Age of Twenty-one Years, and also *Richard Reynolds*, *Lawrence Reynolds* the younger, *Clementina Reynolds*, *Persis Reynolds*, and *Joseph Reynolds*: And whereas the said *Richard Reynolds*, *Lawrence Reynolds* the younger, *Clementina Reynolds*, and *Joseph Reynolds* all died Infants, and without having been married, before the Date of the Settlement next herein-after recited: And whereas previously to and in consideration of the Marriage between the said *Mary Ann Desborough* and the said *William Henry Desborough* it was agreed that the Shares of the said *Mary Ann Desborough* in the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* and the said Indenture of the Seventh Day of *August* One thousand eight hundred and two should be settled and assured in manner herein-after mentioned, and accordingly, in part Performance of the said Agreement, by an Indenture bearing Date on or about the Twenty-third Day of *August* One thousand eight hundred and thirty-four, and made or expressed to be made between the said *Lawrence Reynolds* the Father of the First Part, the said *Mary Ann Desborough* (then *Mary Ann Reynolds* Spinster) of the Second Part, the said *William Henry Desborough* of the Third Part, and the said *Richard Anthony Reynolds*, *Charles Duberly* Esquire, and the said *Henry Sweeting* Gentleman of the Fourth Part, (and which was duly enrolled on the Court Rolls of the said Manors of *Buckden* and *Broughton*,) it was witnessed, that, for barring all Estates Tail of the said *Mary Ann Desborough* in the said Copyhold Hereditaments so as aforesaid covenanted to be surrendered and settled by the said Indenture of Settlement of the Seventh Day of *August* One thousand eight hundred and two, and all Estates to take effect in remainder after such Estates Tail, (subject nevertheless to the Estates prior to the Estates Tail of the said *Mary Ann Desborough*,) the said *Mary Ann Desborough*, with the Consent of the said *Lawrence Reynolds* the Father, as Protector of the Settlement, did grant unto the said *Richard Anthony Reynolds*, *Charles Duberly*, and the said *Henry Sweeting* Gentleman, and their Heirs and Assigns, all that the One undivided Thirteenth Share to which the said *Mary Ann Desborough* was equitably entitled in reversion expectant on the Decease of the Survivor of the said *Lawrence Reynolds* the Father and *Mary* his Wife under the said Settlement of the Seventh Day of *August* One thousand eight hundred and two of and in all and singular the said Copyhold Hereditaments comprised in or subject to the said last-mentioned Indenture, and their Appurtenances, and also all and singular the undivided Shares to which the said *Mary Ann Desborough* was under the said last-mentioned Settlement equitably entitled in remainder expectant on the Decease of the Survivor of the said *Lawrence Reynolds* the Father and *Mary* his Wife, and Failure of Issue of all

Estates Tail of Mary Ann Reynolds in Copyhold Hereditaments barred, 23d August 1834.

or

or any of the Brothers and Sisters of the said *Mary Ann Desborough* of and in the said last-mentioned Copyhold Hereditaments, with their Appurtenances, to hold the same unto the said *Richard Anthony Reynolds*, *Charles Duberly*, and *Henry Sweeting*, their Heirs and Assigns, nevertheless upon and for the Trusts, Intents, and Purposes to be declared thereof by an Indenture of Settlement of even Date therewith, therein referred to, being the Indenture next herein-after recited: And whereas, in further pursuance of the said Agreement, by an Indenture of Settlement, also bearing Date on or about the Twenty-third Day of *August* One thousand eight hundred and thirty-four, and made or expressed to be made between the said *Lawrence Reynolds* the Father of the First Part, the said *Mary Reynolds* of the Second Part, the said *Mary Ann Desborough* (then *Mary Ann Reynolds* Spinster) of the Third Part, the said *William Henry Desborough* of the Fourth Part, and the said *Richard Anthony Reynolds*, *Charles Duberly*, and *Henry Sweeting* of the Fifth Part, and duly inrolled in the High Court of Chancery on the Eighteenth Day of *September* in the same Year, it was witnessed, that in order to defeat all Estates Tail of the said *Mary Ann Desborough* in any undivided Share or Shares to which she was entitled under the said Will of the said *Thomas Cole*, and all Estates to take effect after the Determination of such Estates Tail, (but subject to the Uses or Estates prior to the Estate Tail of the said *Mary Ann Desborough*,) the said *Mary Ann Desborough*, with the Consent of the said *Mary Reynolds* as Protector of the Settlement, did grant unto the said *Richard Anthony Reynolds*, *Charles Duberly*, and *Henry Sweeting*, and their Heirs, all that the One undivided equal Thirteenth Share to which she the said *Mary Ann Desborough* was entitled in remainder expectant on the Decease of the said *Mary Reynolds* under the said Will of the said *Thomas Cole* of and in the said Hereditaments comprised in or subject to the said Will, with their Appurtenances, and also all and singular the undivided Shares to which the said *Mary Ann Desborough* was under the said Will entitled in remainder expectant on the Decease of the said *Mary Reynolds*, and the Failure of Issue of the Brothers and Sisters of her the said *Mary Ann Desborough* or any of them, of and in the said last-mentioned Hereditaments and their Appurtenances, to hold the said undivided Shares, Hereditaments, and Premises unto the said *Richard Anthony Reynolds*, *Charles Duberly*, and *Henry Sweeting* Gentleman, and their Heirs, to the Uses and upon and for the Trusts, Intents, and Purposes therein-after limited and declared and herein-after mentioned; and it was by the Indenture now in recital further witnessed, that, in order to defeat all Estates Tail of the said *Mary Ann Desborough* in the Hereditaments therein-after mentioned, and all Estates to take effect after the Determination of such Estates Tail, (subject nevertheless to the Uses and Estates by the said Indenture of Settlement of the Seventh Day of *August* One thousand eight hundred and two limited to take effect prior to the Estate Tail of the said *Mary Ann Desborough*,) the said *Mary Ann Desborough*, with the Consent of the said *Lawrence Reynolds* the Father, as Protector of the Settlement, did grant unto the said *Richard Anthony Reynolds*, *Charles Duberly*, and *Henry Sweeting* Gentleman, and their Heirs, all that the One undivided equal Thirteenth Share to which the said *Mary Ann Desborough* was entitled in remainder expectant on the Decease of the Survivor of the said

Other of her Estates Tail barred, and Settlement on her Marriage with W. H. Desborough, dated said 23d August 1834.

said *Lawrence Reynolds* and *Mary* his Wife under the said Settlement of the Seventh Day of *August* One thousand eight hundred and two of and in such Parts of the said Hereditaments comprised in or subject to the said last-mentioned Settlement as are of Freehold Tenure, and also all and singular the undivided Shares to which the said *Mary Ann Desborough* was under the said last-mentioned Settlement entitled in remainder expectant on the Decease of the Survivor of the said *Lawrence Reynolds* the Father and *Mary* his Wife, and the Failure of Issue of all or any of the Brothers and Sisters of the said *Mary Ann Desborough*, of and in the said last-mentioned Hereditaments and their Appurtenances, to hold the same unto the said *Richard Anthony Reynolds*, *Charles Duberly*, and *Henry Sweeting* Gentleman, and their Heirs, to the Uses and upon and for the Trusts, Intents, and Purposes therein-after limited and declared and herein-after mentioned; and it was by the Indenture now in recital declared, that the said *Richard Anthony Reynolds*, *Charles Duberly*, and *Henry Sweeting* Gentleman, and their Heirs, should stand seised of the undivided Shares, Hereditaments, and Premises therein-before granted to them as aforesaid (after Solemnization of the said then intended Marriage) to the Use of the said *Richard Anthony Reynolds*, *Charles Duberly*, and *Henry Sweeting*, Gentleman, and their Heirs, during the joint Lives of the said *William Henry Desborough* and *Mary Ann Desborough*, in trust to support the contingent Remainders therein-after limited, as therein mentioned, and upon further Trust to pay the Rents, Issues, and Profits of the said undivided Shares, Hereditaments, and Premises therein-before granted to such Person as the said *Mary Ann Desborough* should as therein mentioned direct (but not by way of Anticipation), and in default of such Direction into her own Hands for her separate Use, and after the Decease of such one of them the said *William Henry Desborough* and *Mary Ann Desborough* as should first die, to the Use of the Survivor of them, for his or her Life, with Remainder to the Use of the said *Richard Anthony Reynolds*, *Charles Duberly*, and *Henry Sweeting* Gentleman, and their Heirs, during the Life of the Survivor of them the said *William Henry Desborough* and *Mary Ann Desborough*, in trust to preserve the contingent Remainders therein-after limited, with Remainder to the Use of all and every or such One or more of the Children or Child of the said *William Henry Desborough* on the Body of the said *Mary Ann Desborough* to be begotten, or of the Issue of any such Child or Children, born in the Lifetime of the said *William Henry Desborough* and *Mary Ann Desborough*, at such Age or Ages, for such Estate or Estates, in such Shares, and in such Manner as the said *William Henry Desborough* and *Mary Ann Desborough*, or as the said *Mary Ann Desborough* alone in case she should survive the said *William Henry Desborough*, should, as therein mentioned, appoint, and in default of such Appointment to the Use of all and every the Child and Children of the said *William Henry Desborough* on the Body of the said *Mary Ann Desborough* to be begotten, and the Heirs of his, her, and their Body and respective Bodies, in equal Shares as Tenants in Common, and if any One or more of the said Children should die without Issue of his, her, or their Body or Bodies, then as well the original as the accruing Share or Shares of him, her, or them so dying, and of whom there should be such Failure of Issue as aforesaid, should be and remain to the Use of the other or others

of

of the Children of the said *William Henry Desborough* by the said *Mary Ann Desborough*, and the Heirs of his, her, and their Body or Bodies, in equal Shares as Tenants in Common, and if there should be only One such Child then as to the Entirety of the said Shares, Hereditaments, and Premises to the Use of such One Child and the Heirs of his or her Body, and for Default of such Issue, in case the said *Mary Ann Desborough* should survive the said *William Henry Desborough*, to the Use of the said *Mary Ann Desborough*, her Heirs and Assigns for ever, but in case she should die in his Lifetime, then to such Uses and for such Intents and Purposes as the said *Mary Ann Desborough* should, notwithstanding her Coverture, by Deed or Will as therein mentioned, appoint, and for Default of such Appointment to the Use of the said *William Henry Desborough*, his Heirs and Assigns, for ever; and it was by the Indenture now in recital declared, that the said *Richard Anthony Reynolds*, *Charles Duberly*, and *Henry Sweeting*, Gentleman, their Heirs and Assigns, should stand possessed of the said Copyhold Shares, Hereditaments, and Premises so as aforesaid granted to them, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Agreements, and Declarations, as should as nearly correspond with and be similar to the Uses, Trusts, Intents, and Purposes, Powers, Provisoes, Agreements, and Declarations, therein-before limited and declared of and concerning the said Freehold Shares, Hereditaments, and Premises therein-before granted, as the different Tenures of the same several Premises and the Rules of Law and Equity would admit: And whereas there are Six Children only of the said *William Henry Desborough* by the said *Mary Ann Desborough*, (namely,) *Elizabeth Millicent Montague Desborough*, *Lawrence William Desborough*, *Frances Mary Alice Desborough*, *Agnes Caroline Desborough*, *Mary Ann Louisa Desborough*, and *Constance Desborough*, all of whom are now Infants under the Age of Twenty-one Years, and unmarried: And whereas the said *Persis Reynolds* died in the Month of *February* One thousand eight hundred and thirty-five, an Infant under the Age of Twenty-one Years, and without having been married: And whereas by an Indenture bearing Date on or about the Twenty-second Day of *February* One thousand eight hundred and thirty-nine, and made or expressed to be made between the said *Lawrence Reynolds* of the First Part, the said *Richard Anthony Reynolds* of the Second Part, and the said *Henry Sweeting* Gentleman of the Third Part, and which was duly enrolled on the Court Rolls of the said Manors of *Buckden* and *Broughton*, it was witnessed, that, in order to defeat all Equitable Estates Tail of the said *Richard Anthony Reynolds* in the Copyhold Hereditaments so covenanted to be surrendered by the said Indenture of Settlement of the Seventh Day of *August* One thousand eight hundred and two, as aforesaid, and all Estates to take effect after the Determination of such Estates Tail, the said *Richard Anthony Reynolds*, with the Consent of the said *Lawrence Reynolds* as Protector of the Settlement, did grant unto the said *Henry Sweeting* Gentleman, his Heirs and Assigns, all that the One undivided Twelfth Part of him the said *Richard Anthony Reynolds* of and in the said Copyhold Hereditaments comprised in or subject to the said Indenture of the Seventh Day of *August* One thousand eight hundred and two, and of and in all other Shares to which

Indenture, dated 22d Feb. 1839.

which he was entitled in remainder after Default of Issue of all or any of his Brothers and Sisters, to hold the same unto and to the Use of the said *Henry Sweeting* Gentleman, his Heirs and Assigns, nevertheless in trust for the said *Richard Anthony Reynolds*, his Heirs and Assigns, for ever: And whereas by another Indenture, also bearing Date on or about the Twenty-second Day of *February* One thousand eight hundred and thirty-nine, and made or expressed to be made between the said *Lawrence Reynolds* of the First Part, the said *Mary Reynolds* of the Second Part, the said *Richard Anthony Reynolds* of the Third Part, the said *Henry Sweeting* Gentleman of the Fourth Part, and *John Fell* Clerk of the Fifth Part, and which was duly enrolled in the High Court of Chancery on the First Day of *March* One thousand eight hundred and thirty-nine, it was witnessed, that to defeat all Estates Tail of the said *Richard Anthony Reynolds*, under the said Will of the said *Thomas Cole*, and all Estates to take effect after the Determination of such Estates Tail, the said *Richard Anthony Reynolds*, with the Consent of the said *Mary Reynolds* as Protector of the Settlement, did grant unto the said *John Fell* and his Heirs all that the One undivided Twelfth Part or Share and all other the Shares of the said *Richard Anthony Reynolds* in remainder expectant on the Decease of the said *Mary Reynolds* and the Failure of Issue of the Brothers and Sisters of him the said *Richard Anthony Reynolds*, of and in the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole*, to hold the same unto the said *John Fell* and his Heirs, to the Uses and for the Intents and Purposes therein-after declared and herein-after mentioned; and it was by the Indenture now in recital further witnessed, that to defeat all Estates Tail of the said *Richard Anthony Reynolds*, under the said Settlement of the Seventh Day of *August* One thousand eight hundred and two, and all Estates to take effect after the Determination of such Estates Tail, the said *Richard Anthony Reynolds* with the Consent of the said *Lawrence Reynolds* as Protector of the Settlement, did grant unto the said *John Fell* and his Heirs all that the One undivided Twelfth Part or Share and all the Shares to which the said *Richard Anthony Reynolds* was entitled in remainder expectant on the Decease of the Survivor of the said *Lawrence Reynolds* and *Mary* his Wife, and the Failure of Issue of all or any of the Brothers and Sisters of the said *Richard Anthony Reynolds*, of and in all such Parts of the said Hereditaments comprised in or subject to the said Indenture of the Seventh Day of *August* One thousand eight hundred and two as are of Freehold Tenure, to hold the same unto the said *John Fell* and his Heirs, to the Uses and for the Intents and Purposes therein-after limited and declared and herein-after mentioned; and it was by the Indenture now in recital declared, that the said *John Fell* should stand seised of all the said Hereditaments and Premises so granted to him as aforesaid to the Use of the said *Henry Sweeting*, his Executors, Administrators, and Assigns, for a Term of Five hundred Years, subject to the Proviso therein-after contained for making void the same Term, and subject to the said Term, to such Uses and upon such Trusts as the said *Richard Anthony Reynolds* should, as therein mentioned, appoint, and for Default of such Appointment to the Use of the said *Richard Anthony Reynolds* for his Life, with Remainder to the Use of the said *John Fell*,

Indenture, dated 22d Feb. 1839.

Fell, his Executors, Administrators, and Assigns, during the Life of the said *Richard Anthony Reynolds*, nevertheless in trust for him and his Assigns, with Remainder to the Use of the Heirs and Assigns of the said *Richard Anthony Reynolds* for ever; and in the said Indenture now in recital was contained a Proviso for Cesser of the said Term of Five hundred Years thereby created on Payment by the said *Richard Anthony Reynolds* to the said *Henry Sweeting* Gentleman, his Executors, Administrators, or Assigns, in trust for the said *Lawrence Reynolds*, his Executors, Administrators, and Assigns, of the Sum of Four thousand Pounds, with Interest for the same after the Rate of Four Pounds *per Centum per Annum*, Three Calendar Months after the Decease of the said *Lawrence Reynolds*; and in the Indenture now in recital was contained a Covenant by the said *Richard Anthony Reynolds* with the said *Henry Sweeting* Gentleman, to surrender to the said *Henry Sweeting* Gentleman the said Copyhold Hereditaments comprised in or subject to the said Indenture of the Seventh Day of *August* One thousand eight hundred and two, for further securing the said Sum of Four thousand Pounds and Interest: And whereas the said *Mary Reynolds* died on or about the Seventh Day of *June* One thousand eight hundred and thirty-nine: And whereas previously to and in consideration of the Marriage between the said *Mary Frances Campbell* and her First Husband the said *Reginald Curteis* it was agreed that the Shares of the said *Mary Frances Campbell* in the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* and the said Indenture of the Seventh Day of *August* One thousand eight hundred and two should be settled and assured in manner herein-after mentioned, and accordingly, by an Indenture bearing Date on or about the Twenty-sixth Day of *September* One thousand eight hundred and thirty-nine, and made or expressed to be made between the said *Lawrence Reynolds* of the First Part, the said *Mary Frances Campbell* (then *Mary Frances Reynolds* Spinster) of the Second Part, the said *Reginald Curteis* of the Third Part, and the said *William Henry Desborough* and *Edward Barrett Curteis* Esquire of the Fourth Part, (and which was duly enrolled on the Court Rolls of the said Manors of *Bickden* and *Broughton*,) it was witnessed, that, to defeat all equitable Estates Tail of the said *Mary Frances Campbell* in the said Copyhold Hereditaments so as aforesaid covenanted to be surrendered and settled by the said Indenture of Settlement of the Seventh Day of *August* One thousand eight hundred and two, and all Estates to take effect in remainder after such Estates Tail, (subject nevertheless to the Estates prior to the Estates Tail of the said *Mary Frances Campbell*,) the said *Mary Frances Campbell*, with the Consent of the said *Lawrence Reynolds* as Protector of the Settlement, did grant unto the said *William Henry Desborough* and *Edward Barrett Curteis*, and their Heirs and Assigns, all that the One undivided equal Twelfth Part or Share to which the said *Mary Frances Campbell* was equitably entitled in reversion expectant on the Decease of the said *Lawrence Reynolds* under the said Settlement of the Seventh Day of *August* One thousand eight hundred and two of and in all and singular the said Copyhold Hereditaments comprised in or subject to the said last-mentioned Indenture, and their Appurtenances, and also all and singular the undivided Shares to which the said *Mary Frances Campbell* was under the said last-mentioned

tioned Settlement equitably entitled in remainder expectant on the Decease of the said *Lawrence Reynolds*, and Failure of Issue of all or any of the Brothers and Sisters of the said *Mary Frances Campbell*, of and in the said last-mentioned Copyhold Hereditaments, with their Appurtenances, to hold the same unto and to the Use of the said *William Henry Desborough* and *Edward Barrett Curteis*, their Heirs and Assigns, nevertheless upon and for the Trusts, Intents, and Purposes to be declared thereof by an Indenture of Settlement of even Date therewith, therein referred to, being the Indenture next herein-after recited: And whereas, in further pursuance of the said Agreement, by an Indenture of Settlement, also bearing Date on or about the Twenty-sixth Day of *September* One thousand eight hundred and thirty-nine, and made or expressed to be made between the said *Lawrence Reynolds* of the First Part, the said *Mary Frances Campbell* (then *Mary Frances Reynolds*) of the Second Part, the said *Reginald Curteis* of the Third Part, and the said *William Henry Desborough* and *Edward Barrett Curteis* of the Fourth Part, and duly enrolled in the High Court of Chancery, it was witnessed, that, to defeat all Estates Tail of the said *Mary Frances Campbell* in any undivided Share or Shares to which she was entitled under the said Will of the said *Thomas Cole*, and all Estates to take effect after the Determination of such Estates Tail, the said *Mary Frances Campbell* did grant unto the said *William Henry Desborough* and *Edward Barrett Curteis*, and their Heirs, all that the One undivided Twelfth Share to which she the said *Mary Frances Campbell* was entitled under the said Will of the said *Thomas Cole* of and in the said Hereditaments comprised in or subject to the said Will, with their Appurtenances, and also all and singular the undivided Shares to which the said *Mary Frances Campbell* was under the said Will entitled in default or failure of Issue of the Brothers and Sisters of the said *Mary Frances Campbell* or any of them of and in the said last-mentioned Hereditaments, and their Appurtenances, to hold the said undivided Shares, Hereditaments, and Premises unto the said *William Henry Desborough* and *Edward Barrett Curteis*, to the Uses and upon and for the Trusts, Intents, and Purposes therein-after declared and herein-after mentioned; and it was by the Indenture now in recital further witnessed, that in order to defeat all Estates Tail of the said *Mary Frances Campbell* in the Hereditaments therein-after mentioned, and all Estates to take effect after the Determination of such Estates Tail, (subject nevertheless to the Uses or Estates by the said Indenture of Settlement of the Seventh Day of *August* One thousand eight hundred and two limited to take effect prior to the Estate Tail of the said *Mary Frances Campbell*,) the said *Mary Frances Campbell*, with the Consent of the said *Lawrence Reynolds* as Protector of the Settlement, did grant unto the said *William Henry Desborough* and *Edward Barrett Curteis*, and their Heirs, all that the One undivided Twelfth Part to which the said *Mary Frances Campbell* was entitled in remainder expectant on the Decease of the said *Lawrence Reynolds* under the said Settlement of the Seventh Day of *August* One thousand eight hundred and two, of and in such Parts of the said Hereditaments comprised in or subject to the said last-mentioned Settlement as were of Freehold Tenure, and also all and singular the undivided Shares to which the said *Mary Frances Campbell* was under the said last-mentioned Settlement

ment entitled in remainder expectant on the Decease of the said *Lawrence Reynolds*, and the Failure of Issue of all or any of the Brothers and Sisters of the said *Mary Frances Campbell*, of and in the said last-mentioned Hereditaments and their Appurtenances, to hold the same unto the said *William Henry Desborough* and *Edward Barrett Curteis*, and their Heirs, to the Uses and upon and for the Trusts, Intents, and Purposes therein-after declared and herein-after mentioned; and it was by the Indenture now in recital declared, that the said *William Henry Desborough* and *Edward Barrett Curteis*, and their Heirs, should stand seised of the undivided Shares, Hereditaments, and Premises therein-before granted to them as aforesaid (after the Solemnization of the said then intended Marriage) to the Use of the said *William Henry Desborough* and *Edward Barrett Curteis* and their Heirs, during the joint Lives of the said *Reginald Curteis* and *Mary Frances Campbell*, in trust to support the contingent Remainders therein-after limited as therein mentioned, and upon further Trust to pay the Rents, Issues, and Profits of the said undivided Shares, Hereditaments, and Premises therein-before granted to such Person as the said *Mary Frances Campbell* should as therein mentioned direct (but not by way of Anticipation), and in default of such Direction into her own Hands for her separate Use, and after the Decease of such one of them the said *Reginald Curteis* and *Mary Frances Campbell* as should first die, to the Use of the Survivor of them for his or her Life, with Remainder to the Use of the said *William Henry Desborough* and *Edward Barrett Curteis*, and their Heirs, during the Life of the Survivor of them the said *Reginald Curteis* and *Mary Frances Campbell*, in trust to preserve contingent Remainders therein-after limited, with Remainder to the Use of all and every or such One or more of the Children and Child of the said *Reginald Curteis* on the Body of the said *Mary Frances Campbell* to be begotten, or of the Issue of any such Child or Children, born in the Lifetime of the said *Reginald Curteis* and *Mary Frances Campbell*, or the Survivor of them, at such Age or Ages, for such Estate or Estates, in such Shares, and in such Manner as the said *Reginald Curteis* and *Mary Frances Campbell*, or as the said *Mary Frances Campbell* alone, in case she should survive the said *Reginald Curteis*, should as therein mentioned appoint, and in default of such Appointment to the Use of all and every the Child and Children of the said *Reginald Curteis* on the Body of the said *Mary Frances Campbell* to be begotten, and the Heirs of his, her, and their Body and respective Bodies in equal Shares as Tenants in Common; and if any One or more of the said Children should die without Issue of his, her, or their Body or Bodies, then as well the original as the accruing Share or Shares of him, her, or them so dying, and of whom there should be such Failure of Issue as aforesaid, should be and remain to the Use of the other or others of the Children of the said *Reginald Curteis* by the said *Mary Frances Campbell*, and the Heirs of his, her, and their Body and respective Bodies, in equal Shares as Tenants in Common, and if there should be only One such Child, then as to the Entirety of the said Shares, Hereditaments, and Premises to the Use of such One Child and the Heirs of his or her Body, and for default of such Issue, in case the said *Mary Frances Campbell* should survive the said *Reginald Curteis*, then to the Use of the said *Mary Frances Campbell*, her

Heirs and Assigns for ever, but in case she should die in his Lifetime then to such Uses and for such Intents and Purposes as the said *Mary Frances Campbell* should, notwithstanding her Coverture, by Deed or Will, as therein mentioned, appoint, and for default of such Appointment to the Use of the said *Reginald Curteis*, his Heirs and Assigns, for ever; and it was by the Indenture now in recital declared, that the said *William Henry Desborough* and *Edward Barrett Curteis*, their Heirs and Assigns, should stand possessed of the said Copyhold Shares, Hereditaments, and Premises so as aforesaid granted to them upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Agreements, and Declarations, as should as nearly correspond with and be similar to the Uses, Trusts, Intents, and Purposes, Powers, Provisoes, Agreements and Declarations, therein-before limited and declared of and concerning the said Freehold Shares, Hereditaments, and Premises therein-before granted, as the different Tenures of the same several Premises and the Rules of Law and Equity would admit: And whereas there are Three Children only of the said *Mary Frances Campbell* by the said *Reginald Curteis*, (namely,) *Mary Curteis*, *Ida Frances Mary Curteis*, and *Reginald Lawrence Herbert Curteis*, all of whom are Infants under the Age of Twenty-one Years, and unmarried: And whereas the said *Reginald Curteis* died on or about the Twenty-eighth Day of *January* One thousand eight hundred and forty-seven, and the said *Mary Frances Campbell* has lately intermarried with the said *Patrick Fitzroy Wellesley Campbell*: And

Will of Lawrence Reynolds, dated 30th Jan. 1839.

whereas the said *Lawrence Reynolds* died on or about the Ninth Day of *November* One thousand eight hundred and thirty-nine, having duly made and published his last Will and Testament in Writing, bearing Date the Thirtieth Day of *January* One thousand eight hundred and thirty-nine, and Four Codicils thereto, bearing Date respectively the said Thirtieth Day of *January* One thousand eight hundred and thirty-nine, the Twenty-first Day of *September* One thousand eight hundred and thirty-nine, the Fourteenth Day of *October* One thousand eight hundred and thirty-nine, and the Seventh Day of *November* One thousand eight hundred and thirty-nine, and having by the Third of such Codicils appointed the said *William Henry Desborough* and *Henry Sweeting* Executors of his said Will: And

Will and Codicils proved.

whereas the said Will and Codicils of the said *Lawrence Reynolds* were on or about the Twenty-seventh Day of *May* One thousand eight hundred and forty duly proved in the Prerogative Court of the Archbishop of *Canterbury* by the said *Henry Sweeting* alone, Power being reserved to the said *William Henry Desborough* to prove the same: And whereas the said *Henry Sweeting* died on or about the Twenty-first Day of *November* One thousand eight hundred and forty-eight, as herein-after mentioned: And whereas the said *William Henry Desborough*, in pursuance of the Power so reserved to him as aforesaid,

Will and Codicils proved by W. H. Desborough.

on or about the Twenty-eighth Day of *February* One thousand eight hundred and forty-nine duly proved the said Will and Codicils of the said *Lawrence Reynolds* in the said Prerogative Court of *Canterbury*: And whereas at a Court held in and for the said Manor of *Doddington* on or about the Fifteenth Day of *July* One thousand eight hundred and forty-two the said *Richard Anthony Reynolds*, *Charles Cole Reynolds* (called in the Admission *Charles Reynolds*), *Mary Frances*

Admission of Partiest o Copyholds of the Manor of Dodding-

Frances Campbell (then *Mary Frances Curteis*), *Mary Ann Desborough*, *Margaret Sweeting* (then *Margaret Reynolds*), *Louisa Smith* (then *Louisa Reynolds*), *Elizabeth Taylor* (then *Elizabeth Reynolds*), *Antoinetta Caroline Reynolds* (called in the Admission *Antoinette Reynolds*), *Thomas Reynolds*, *George Reynolds*, *Edward Reynolds*, and *Lawrence William Reynolds* (called in the Admission *Lawrence Reynolds*) were severally admitted to One undivided Twelfth Part of and in the said Copyhold Hereditaments comprised in or subject to the said Will of the said *Thomas Cole*, to hold to them respectively according to the Form and Effect of the said Will of the said *Thomas Cole*: And whereas previously to and in consideration of the Marriage between the said *Margaret Sweeting* and the said Reverend *Henry Sweeting* it was agreed that the Shares of the said *Margaret Sweeting* in the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* and the said Indenture of the Seventh Day of *August* One thousand eight hundred and two should be settled and assured in manner herein-after mentioned, and accordingly, in part Performance of the said Agreement, on or about the Twenty-second Day of *March* One thousand eight hundred and forty-three the said *Margaret Sweeting* (then *Margaret Reynolds* Spinster) did surrender into the Hands of the Lord of the said Manor of *Doddington* all that the One undivided Twelfth Part and other the Share or Shares of her the said *Margaret Sweeting* of and in such of the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* as are of Copyhold Tenure, to the Use of the said *Richard Anthony Reynolds* and *John Streatfield* Esquire, their Heirs and Assigns, nevertheless upon and for the Trusts, Intents, and Purposes to be declared or referred to of and concerning the same in and by a certain Indenture therein referred to (being the Indenture of Settlement next herein-after recited): And whereas, in further pursuance of the said Agreement, by an Indenture bearing Date on or about the Twenty-second Day of *March* One thousand eight hundred and forty-three, and made or expressed to be made between the said *Margaret Sweeting* (then *Margaret Reynolds* Spinster) of the First Part, the said Reverend *Henry Sweeting* of the Second Part, and the said *Richard Anthony Reynolds* and *John Streatfield* Esquire of the Third Part, (and which was duly enrolled in the Court Rolls of the said Manors of *Buckden* and *Broughton*,) it was witnessed, that, to defeat all equitable Estates Tail of the said *Margaret Sweeting* in the said Copyhold Hereditaments so as aforesaid covenanted to be surrendered and settled by the said Indenture of Settlement of the Seventh Day of *August* One thousand eight hundred and two, and all Estates to take effect in remainder after such Estates Tail, the said *Margaret Sweeting* did grant unto the said *Richard Anthony Reynolds* and *John Streatfield*, and their Heirs and Assigns, all that the One undivided Twelfth Share to which the said *Margaret Sweeting* was equitably entitled under the said Settlement of the Seventh Day of *August* One thousand eight hundred and two of and in all and singular the said Copyhold Hereditaments comprised in or subject to the said last-mentioned Indenture, and their Appurtenances, and also all and singular the undivided Shares to which the said *Margaret Sweeting* was under the said last-mentioned Settlement equitably entitled in remainder expectant on the Failure of Issue of all or any of

ton, 15th July 1842.

Surrender by Margaret Reynolds of Copyholds in the Manor of Doddington, 22d March 1843.

Equitable Estates Tail of Margaret Reynolds in such Copyholds barred, same Date.

of the Brothers and Sisters of the said *Margaret Sweeting* of and in the said last-mentioned Copyhold Hereditaments with the Appurtenances, to hold the same unto the said *Richard Anthony Reynolds* and *John Streatfield*, their Heirs and Assigns, nevertheless upon and for the Trusts, Intents, and Purposes to be declared thereof by an Indenture of Settlement of even Date therewith, therein referred to, being the Indenture next herein-after recited: And whereas, in further pursuance of the said Agreement, by an Indenture of Settlement, also bearing Date on or about the Twenty-second Day of *March* One thousand eight hundred and forty-three, and made or expressed to be made between the said *Margaret Sweeting* (then *Margaret Reynolds*) of the First Part, the said Reverend *Henry Sweeting* of the Second Part, and the said *Richard Anthony Reynolds* and *John Streatfield* of the Third Part, and duly enrolled in the High Court of Chancery on the Twenty-ninth Day of *March* One thousand eight hundred and forty-three, it was witnessed, that in order to defeat all Estates Tail of the said *Margaret Sweeting* in any undivided Share or Shares to which she was entitled under the said Will of the said *Thomas Cole*, and all Estates to take effect after the Determination of such Estates Tail, the said *Margaret Sweeting* did grant unto the said *Richard Anthony Reynolds* and *John Streatfield*, and their Heirs, all that the One undivided equal Twelfth Part or Share to which the said *Margaret Sweeting* was entitled under the said Will of the said *Thomas Cole* of and in such of the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* as are of Freehold Tenure, with their Appurtenances, and also all and singular the undivided Shares to which the said *Margaret Sweeting* was under the said Will entitled on the Failure of Issue of the Brothers and Sisters of her the said *Margaret Sweeting*, or any of them, of and in the said last-mentioned Hereditaments and their Appurtenances, to hold the said undivided Shares, Hereditaments, and Premises unto the said *Richard Anthony Reynolds* and *John Streatfield*, their Heirs and Assigns, to the Uses and upon and for the Trusts, Intents, and Purposes therein-after limited and declared and herein-after mentioned; and it was by the Indenture now in recital further witnessed, that in order to defeat all Estates Tail of the said *Margaret Sweeting* in the Hereditaments therein-after mentioned, and all Estates to take effect after the Determination of such Estates Tail, the said *Margaret Sweeting* did grant unto the said *Richard Anthony Reynolds* and *John Streatfield*, and their Heirs, all that the One undivided Twelfth Part or Share to which the said *Margaret Sweeting* was entitled under the said Settlement of the Seventh Day of *August* One thousand eight hundred and two of and in such Parts of the said Hereditaments comprised in or subject to the said last-mentioned Indenture as are of Freehold Tenure, and also all and singular the undivided Shares to which said *Margaret Sweeting* was under the said last-mentioned Settlement entitled in remainder expectant on the Failure of Issue of all or any of the Brothers and Sisters of the said *Margaret Sweeting*, of and in the said last-mentioned Hereditaments and their Appurtenances, to hold the same unto the said *Richard Anthony Reynolds* and *John Streatfield*, and their Heirs, to the Uses and upon and for the Trusts, Intents, and Purposes therein-after declared and herein-after mentioned; and it was by the Indenture now in recital declared, that

Other of her Estates Tail barred, and Settlement on her Marriage with the Reverend Henry Sweeting, same Date.

that the said *Richard Anthony Reynolds* and *John Streatfield*, and their Heirs, should stand seised of the undivided Shares, Hereditaments, and Premises therein-before granted to them as aforesaid (after the Solemnization of the said then intended Marriage) to the Use of the said *Richard Anthony Reynolds* and *John Streatfield*, and their Heirs, during the joint Lives of the said Reverend *Henry Sweeting* and *Margaret Sweeting*, in trust to support the contingent Remainders therein-after limited as therein mentioned, and upon further Trust to pay the Rents, Issues, and Profits of the said undivided Shares, Hereditaments, and Premises therein-before granted to such Person as the said *Margaret Sweeting* should as therein mentioned direct (but not by way of Anticipation), and in default of such Direction into her own Hands for her separate Use, and after the Decease of such One of them the said Reverend *Henry Sweeting* and *Margaret Sweeting* as should first die, to the Use of the Survivor of them, for his or her Life, with Remainder to the Use of the said *Richard Anthony Reynolds* and *John Streatfield*, and their Heirs, during the Life of the Survivor of them the said Reverend *Henry Sweeting* and *Margaret Sweeting*, in trust to preserve the contingent Remainders therein-after limited, with Remainder to the Use of all and every or such One or more of the Children and Child of the said Reverend *Henry Sweeting* on the Body of the said *Margaret Sweeting* to be begotten, or of the Issue of any such Child or Children born in the Lifetime of the said Reverend *Henry Sweeting* and *Margaret Sweeting*, or the Survivor of them, at such Age or Ages, for such Estate or Estates, in such Shares, and in such Manner as the said Reverend *Henry Sweeting* and *Margaret Sweeting*, or as the said *Margaret Sweeting* alone, in case she should survive the said Reverend *Henry Sweeting*, should as therein mentioned appoint, and in default of such Appointment to the Use of all and every the Child and Children of the said Reverend *Henry Sweeting* on the Body of the said *Margaret Sweeting* to be begotten, and the Heirs of his, her, and their Body and respective Bodies, in equal Shares, as Tenants in Common, and if any One or more of the said Children should die without Issue of his, her, or their Body or Bodies, then as well the original as the accruing Share or Shares of him, her, or them so dying, and of whom there should be such Failure of Issue as aforesaid, should be and remain to the Use of the other or others of the Children of the said Reverend *Henry Sweeting* by the said *Margaret Sweeting*, and the Heirs of his, her, and their Body and respective Bodies, in equal Shares as Tenants in Common, and if there should be only One such Child then as to the Entirety of the said Shares, Hereditaments, and Premises to the Use of such One Child, and the Heirs of his or her Body, and for default of such Issue, in case the said *Margaret Sweeting* should survive the said Reverend *Henry Sweeting*, to the Use of the said *Margaret Sweeting*, her Heirs and Assigns, for ever, but in case the said *Margaret Sweeting* should die in the Lifetime of the said Reverend *Henry Sweeting*, then to such Uses and for such Intents and Purposes as the said *Margaret Sweeting*, notwithstanding her Coverture, should by Deed or Will as therein mentioned appoint, and for default of such Appointment to the Use of the said Reverend *Henry Sweeting*, his Heirs and Assigns, for ever; and it was by the Indenture now in recital declared, that the said *Richard Anthony Reynolds* and *John Streatfield*, their Heirs and Assigns,

should stand possessed of the said Copyhold Shares, Hereditaments, and Premises so as aforesaid granted and surrendered to them upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Agreements, and Declarations, as should as nearly correspond with and be similar to the Uses, Trusts, Intents, and Purposes, Powers, Provisoes, Agreements, and Declarations, therein-before limited and declared of and concerning the said Freehold Shares, Hereditaments, and Premises therein-before granted, as the different Tenures of the same several Premises and the Rules of Law and Equity would admit: And whereas at a Court held in and for the said Manor of *Doddington* on or about the Twenty-ninth Day of *June* One thousand eight hundred and forty-three the said *Richard Anthony Reynolds* and *John Streatfield* were duly admitted, on the Surrender aforesaid, to the said One undivided Twelfth Part of the said Copyhold Hereditaments held of the said Manor theretofore of the said *Margaret Sweeting*, to hold the same unto the said *Richard Anthony Reynolds* and *John Streatfield*, and their Heirs, according to the Form and Effect of the said Surrender, at the Will of the Lord according to the Custom of the said Manor: And whereas there are Two Children only of the said *Margaret Sweeting* by the said Reverend *Henry Sweeting*; (namely,) *Henry Edward Sweeting* and *Margaret Julia Sweeting*: And whereas by an Indenture of Release expressed to be made in pursuance of the Act for rendering a Lease for a Year unnecessary, bearing Date on or about the Eighth Day of *February* One thousand eight hundred and forty-four, and made or expressed to be made between the said *George Reynolds* of the one Part, and *Charles Martin* Gentleman of the other Part, and duly enrolled in the High Court of Chancery on the Fifth Day of *March* One thousand eight hundred and forty-four, it was witnessed, that for barring all Estates Tail of him the said *George Reynolds*, and all Estates to take effect after the Determination thereof, the said *George Reynolds* did release unto the said *Charles Martin*, his Heirs and Assigns, all that the One undivided Twelfth Part or other the Share or Shares of him the said *George Reynolds* of and in all the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* and the said Indenture of the Seventh Day of *August* One thousand eight hundred and two, with their Appurtenances, to hold the same unto the said *Charles Martin*, his Heirs and Assigns, to the Use of the said *George Reynolds*, his Heirs and Assigns for ever: And whereas on or about the said Eighth Day of *February* One thousand eight hundred and forty-four the said *George Reynolds*, for the Purpose of barring all Estates Tail of him the said *George Reynolds*, and all Estates to take effect on the Determination of such Estates Tail, did, out of Court, surrender into the Hands of the Lord of the said Manor of *Doddington* all that the One undivided Twelfth Part and other the Share or Shares of him the said *George Reynolds* of and in the said Copyhold Hereditaments comprised in or subject to the said Will of the said *Thomas Cole*, with their Appurtenances, to the Use of him the said *George Reynolds*, his Heirs and Assigns, according to the Custom of the said Manor: And whereas by an Indenture bearing Date on or about the Seventh Day of *February* One thousand eight hundred and forty-eight, and made or expressed to be made between the said *George Reynolds* of the one Part, and the said Reverend *Henry Sweeting* of the

Admission of Trustees of Settlement to Copyholds of the Manor of Doddington, 29th June 1843.

Estates Tail of George Reynolds in the Freeholds barred, 8th Feb. 1844.

Estates Tail of G. Reynolds in Copyholds of the Manor of Doddington barred, 8th Feb. 1844.

Estates Tail in Copyholds comprised in Settlement of

the other Part, and duly enrolled on the Court Rolls of the said Manors of *Buckden* and *Broughton*, it was witnessed, that for barring all Estates Tail of the said *George Reynolds*, and all Estates to take effect after the Determination of such Estates Tail, the said *George Reynolds* did grant unto the said Reverend *Henry Sweeting* and his Heirs all that the undivided Twelfth Part of him the said *George Reynolds* of and in all such Parts of the said Hereditaments comprised in or subject to the said Indenture of the Seventh Day of *August* One thousand eight hundred and two as are of Copyhold Tenure, and also all the undivided Shares to which the said *George Reynolds* was entitled, in default of Issue of his Brothers and Sisters, of and in the same Copyhold Hereditaments, to hold the said Shares and Hereditaments unto the said Reverend *Henry Sweeting* and his Heirs, nevertheless in trust for the said *George Reynolds*, his Heirs and Assigns, for ever: And whereas by an Indenture bearing Date on or about the Seventeenth Day of *February* One thousand eight hundred and forty-eight, and made or expressed to be made between the said *George Reynolds* of the one Part, and the Reverend *Thomas Charles Brown* of the other Part, it was witnessed, that, in consideration of a Sum of One thousand Pounds advanced by the said *Thomas Charles Brown* to the said *George Reynolds*, as therein mentioned, the said *George Reynolds* did grant and release unto the said *Thomas Charles Brown*, his Heirs and Assigns, all that One undivided Twelfth Part of him the said *George Reynolds* of and in all such Parts of the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole*, and the said Indenture of the Seventh Day of *August* One thousand eight hundred and two, as are of Freehold Tenure, with their Appurtenances, to hold the same unto the said *Thomas Charles Brown*, his Heirs and Assigns, for ever, subject nevertheless to the Proviso for Redemption and Reconveyance of the same Hereditaments therein-after contained and herein-after mentioned; and by the Indenture now in recital the said *George Reynolds*, for the Considerations aforesaid, did covenant with the said *Thomas Charles Brown* that he would surrender into the Hands of the Lord of the said Manor of *Doddington* all the undivided Twelfth Part of him the said *George Reynolds* of and in the said Copyhold Hereditaments comprised in or subject to the said Will of the said *Thomas Cole*, to the Use of the said *Thomas Charles Brown*, his Heirs and Assigns, subject nevertheless to a Proviso in the said Surrender to be contained for making the same void on Payment of the Sum of One thousand Pounds, and Interest for the same, at the Time and in manner therein and herein-after mentioned; and by the Indenture now in recital the said *George Reynolds* did further covenant with the said *Thomas Charles Brown* that he the said *George Reynolds*, and all Persons claiming under or in trust for him, would from thenceforth stand possessed of all the equitable Estate and Interests of him the said *George Reynolds* of and in the One undivided Twelfth Part of and in all such Parts of the said Hereditaments comprised in or subject to the said Indenture of the Seventh Day of *August* One thousand eight hundred and two as are of Copyhold Tenure, in trust for the said *Thomas Charles Brown*, his Heirs and Assigns, and the said *George Reynolds* did thereby expressly charge the said last-mentioned Share and Hereditaments with the Repayment of the said Sum of One thousand Pounds, with Interest; and in

7th August 1802 barred by G. Reynolds, 7th Feb. 1848.

Mortgage by G. Reynolds to T. C. Brown to secure 1,000*l.* and Interest.

in the Indenture now in recital was contained a Proviso for the Reconveyance and Surrender of the said Freehold and Copyhold Hereditaments thereby conveyed, charged, and assured, on Payment by the said *George Reynolds*, his Heirs, Executors, or Administrators, to the said *Thomas Charles Brown*, his Executors, Administrators, or Assigns, of the Sum of One thousand Pounds, with Interest for the same after the Rate of Five Pounds *per Centum per Annum*, on the Seventeenth Day of *August* One thousand eight hundred and forty-eight: And whereas previously to and in consideration of the Marriage between the said *Louisa Smith* and *Thomas Chaloner Smith* it was agreed that the Shares of the said *Louisa Smith* in the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole*, and the said Indenture of the Seventh Day of *August* One thousand eight hundred and two, should be settled and assured in manner herein-after mentioned, and accordingly, on or about the Sixth Day of *February* One thousand eight hundred and forty-six, the said *Louisa Smith* (then *Louisa Reynolds*) did, out of Court, surrender into the Hands of the Lord of the said Manor of *Doddington* all that One undivided Twelfth Part and all other Share or Shares to which she was entitled under the said Will of the said *Thomas Cole* of and in all such Parts of the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* as are of Copyhold Tenure, with their Appurtenances, to the Use of the said *Edward Reynolds*, his Heirs and Assigns, nevertheless upon and for the Trusts, Intents, and Purposes to be declared thereof by the Indenture of Settlement next herein-after recited: And whereas, in further pursuance of the said Agreement, by an Indenture bearing Date on or about the Sixth Day of *February* One thousand eight hundred and forty-six, and made or expressed to be made between the said *Louisa Smith* (then *Louisa Reynolds*) of the First Part, the said *Thomas Chaloner Smith* of the Second Part, and the said *Edward Reynolds* of the Third Part, and which was duly enrolled on the Court Rolls of the said Manors of *Buckden* and *Broughton*, it was witnessed, that for barring all Estates Tail of the said *Louisa Smith* in the said Copyhold Hereditaments so as aforesaid covenanted to be surrendered and settled by the said Indenture of Settlement of the Seventh Day of *August* One thousand eight hundred and two, and all Estates to take effect in remainder after such Estates Tail, the said *Louisa Smith* did grant unto the said *Edward Reynolds*, his Heirs and Assigns, all that the One undivided Twelfth Share to which the said *Louisa Smith* was equitably entitled under the said last-mentioned Settlement of and in all and singular the said Copyhold Hereditaments comprised in or subject to the said Indenture of the Seventh Day of *August* One thousand eight hundred and two, and their Appurtenances, and also all and singular the undivided Shares to which the said *Louisa Smith* was under the said last-mentioned Settlement equitably entitled in remainder expectant on the Failure of Issue of all or any of the Brothers and Sisters of the said *Louisa Smith* of and in the said last-mentioned Copyhold Hereditaments, with their Appurtenances, to hold the same unto the said *Edward Reynolds*, his Heirs and Assigns, nevertheless upon and for the Trusts, Intents, and Purposes to be declared thereof by an Indenture of Settlement of even Date therewith, therein referred to, being the Indenture next herein-after recited: And whereas, in further pursuance of the said Agreement, by

Surrender of Copyhold Hereditaments of the Manor of Doddington by Louisa Reynolds, 6th February 1846.

Estates Tail in such Copyholds barred, 6th Feb. 1844.

by an Indenture of Settlement, also bearing Date on or about the Sixth Day of *February* One thousand eight hundred and forty-six, and made or expressed to be made between the said *Louisa Smith* (then *Louisa Reynolds*) of the First Part, the said *Thomas Chaloner Smith* of the Second Part, and the said *Edward Reynolds* of the Third Part, and duly enrolled in the High Court of Chancery on the Ninth Day of *April* One thousand eight hundred and forty-six, it was witnessed, that, for barring all Estates Tail of the said *Louisa Smith* in any undivided Share or Shares to which she was entitled under the said Will of the said *Thomas Cole*, and all Estates to take effect after the Determination of such Estates Tail, the said *Louisa Smith* did grant unto the said *Edward Reynolds* and his Heirs all that the One undivided Twelfth Share to which she the said *Louisa Smith* was entitled under the said Will of the said *Thomas Cole* of and in such of the said Hereditaments comprised in or subject to the said Will as are of Freehold Tenure, with their Appurtenances, and also all and singular the undivided Shares to which the said *Louisa Smith* was under the said Will entitled in remainder expectant on the Failure of Issue of the Brothers and Sisters of her the said *Louisa Smith* or any of them of and in the said last-mentioned Hereditaments and their Appurtenances, to hold the said undivided Shares, Hereditaments, and Premises unto the said *Edward Reynolds* and his Heirs, to the Uses and upon and for the Trusts, Intents, and Purposes therein-after limited and declared and herein-after mentioned; and it was by the Indenture now in recital further witnessed, that in order to bar all Estates Tail of the said *Louisa Smith* in the Hereditaments therein-after mentioned, and all Estates to take effect after the Determination of such Estates Tail, the said *Louisa Smith* did grant unto the said *Edward Reynolds* and his Heirs all that the One undivided Twelfth Share to which the said *Louisa Smith* was entitled under the said Settlement of the Seventh Day of *August* One thousand eight hundred and two of and in such Parts of the said Hereditaments comprised in or subject to the said last-mentioned Settlement as are of Freehold Tenure, and also all and singular the undivided Shares to which the said *Louisa Smith* was under the said last-mentioned Settlement entitled in remainder expectant on the Failure of Issue of all or any of the Brothers and Sisters of the said *Louisa Smith* of and in the said last-mentioned Hereditaments and their Appurtenances, to hold the same unto the said *Edward Reynolds* and his Heirs to the Uses and upon and for the Trusts, Intents, and Purposes therein-after limited and declared and herein-after mentioned; and it was by the Indenture now in recital declared, that the said *Edward Reynolds* and his Heirs should stand seised of the undivided Shares, Hereditaments, and Premises therein-before granted to him as aforesaid, after the Solemnization of the said then intended Marriage, to the Use of the said *Thomas Chaloner Smith* for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Louisa Smith*, her Heirs and Assigns, if she should survive the said *Thomas Chaloner Smith*, but if she should die in his Lifetime then (subject as after-mentioned) to the Use of all and every or such One or more exclusively of the other or others of the Children and Child of the said *Thomas Chaloner Smith* on the Body of the said *Louisa Smith* to be begotten, or of the Issue of any such Child or Children born in the Lifetime of the said *Thomas Chaloner*

Other of her Estates Tail barred, and Settlement on her Marriage with T. C. Smith, 6th Feb. 1846.

Chaloner Smith and *Louisa Smith*, or the Survivor of them, at such Age or Ages, for such Estate or Estates, in such Shares and in such Manner as the said *Thomas Chaloner Smith* and *Louisa Smith*, or as the said *Thomas Chaloner Smith* alone, in case he should survive the said *Louisa Smith*, should as therein-mentioned appoint, and in default of such Appointment to the Use of all and every the Child and Children of the said *Thomas Chaloner Smith* on the Body of the said *Louisa Smith* to be begotten, and the Heirs of his, her, or their Body and respective Bodies, in equal Shares as Tenants in Common, and if any One or more of the said Children should die without Issue of his, her, or their Body or Bodies, then as well the original as the accruing Share or Shares of him, her, or them so dying, and of whom there should be such Failure of Issue as aforesaid, should be and remain to the Use of the other or others of the Children of the said *Thomas Chaloner Smith* by the said *Louisa Smith*, and the Heirs of his, her, and their Body or Bodies, in equal Shares as Tenants in Common, and if there should be only One such Child, then as to the Entirety of the said Shares, Hereditaments, and Premises to the Use of such One Child, and the Heirs of his or her Body, and for default of such Issue to the Use of the Person or Persons who at the Time of the Decease of the said *Louisa Smith* should be her Heir or Heirs at Law, and who would have taken the same if she had died seised thereof intestate, and without having been married, his, her, or their Heirs and Assigns, as Tenants in Common, if more than One; and it was by the Indenture now in recital declared, that in case the said *Louisa Smith* should die in the Lifetime of the said *Thomas Chaloner Smith*, then, notwithstanding any Limitations therein-before contained, it should be lawful for the said *Louisa Smith*, notwithstanding her Coverture, by any Testamentary Disposition, to appoint all or any Part of the said Hereditaments (subject nevertheless to the Life Interest of the said *Thomas Chaloner Smith*) to such Uses and in such Manner as she should think fit; and it was by the Indenture now in recital declared, that the said *Edward Reynolds*, his Heirs and Assigns, should stand possessed of the said Copyhold Shares, Hereditaments, and Premises so as aforesaid granted and surrendered to him upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Agreements, and Declarations, as should as nearly correspond with and be similar to the Uses, Trusts, Intents, and Purposes, Powers, Provisoes, Declarations, and Agreements, therein-before limited and declared of and concerning the said Freehold Shares, Hereditaments, and Premises therein-before granted, as the different Tenures of the same several Premises and the Rules of Law and Equity would admit: And whereas at a Court held in and for the said Manor of *Doddington* on or about the Fourth Day of *April* One thousand eight hundred and forty-six the said *Edward Reynolds* was duly admitted on the said last-mentioned Surrender to the said One undivided Twelfth Part of and in the said Copyhold Hereditaments comprised in or subject to the said Will of the said *Thomas Cole*, theretofore of the said *Louisa Smith*, to hold the same unto the said *Edward Reynolds*, his Heirs and Assigns, according to the Form and Effect of the said Surrender, at the Will of the Lord, according to the Custom of the said Manor: And whereas there is no Issue of the said Marriage between the said *Thomas Chaloner Smith* and *Louisa Smith*: And whereas by an Indenture

Admittance of Edward Reynolds on 4th April 1846.

Indenture bearing Date on or about the Eleventh Day of *November* One thousand eight hundred and forty-seven; and made or expressed to be made between the said *Edward Reynolds* of the one Part, and the said Reverend *Henry Sweeting* of the other Part, and duly enrolled in the High Court of Chancery on the Twenty-third Day of *November* One thousand eight hundred and forty-seven, it was witnessed, that, to defeat all Estates Tail of him the said *Edward Reynolds*, and all Estates to take effect after the Determination of such Estates Tail, the said *Edward Reynolds* did grant unto the said Reverend *Henry Sweeting* and his Heirs all that the One undivided Twelfth Part and other the Share or Shares of him the said *Edward Reynolds* of and in such of the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* and the said Indenture of the Seventh Day of *August* One thousand eight hundred and two as are of Freehold Tenure, with their Appurtenances, to hold the same unto the said Reverend *Henry Sweeting* and his Heirs, to the Use of the said *Edward Reynolds*, his Heirs and Assigns, for ever: And whereas by another Indenture, also bearing Date on or about the Eleventh Day of *November* One thousand eight hundred and forty-seven, and made or expressed to be made between the said *Edward Reynolds* of the one Part, and the said Reverend *Henry Sweeting* of the other Part, and duly enrolled in the Court Rolls of the said Manors of *Buckden* and *Broughton*, it was witnessed, that, for barring all Estates Tail of the said *Edward Reynolds*, and all Estates to take effect after the Determination of such Estates Tail, the said *Edward Reynolds* did grant unto the said Reverend *Henry Sweeting* and his Heirs all that the undivided Twelfth Part and other the Share or Shares to which the said *Edward Reynolds* was so equitably entitled as aforesaid of and in all such Parts of the said Hereditaments comprised in or subject to the said Indenture of the Seventh Day of *August* One thousand eight hundred and two as are of Copyhold Tenure, with the Appurtenances, to hold the same unto and to the Use of the said Reverend *Henry Sweeting* and his Heirs, nevertheless in trust for the said *Edward Reynolds*, his Heirs and Assigns for ever: And whereas, for the Purpose of barring all Estates Tail of him the said *Edward Reynolds* in the Hereditaments next herein-after mentioned, and all Estates to take effect after the Determination of such Estates Tail, the said *Edward Reynolds*, on or about the Eleventh Day of *November* One thousand eight hundred and forty-seven, did surrender into the Hands of the Lord of the said Manor of *Doddington* all that One undivided Twelfth Part and other the Share or Shares of him the said *Edward Reynolds* of and in such of the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* as are of Copyhold Tenure, to the Use of him the said *Edward Reynolds*, his Heirs and Assigns, according to the Custom of the said Manor of *Doddington*: And whereas by an Indenture bearing Date on or about the Third Day of *December* One thousand eight hundred and forty-seven, and made or expressed to be made between the said *Edward Reynolds* of the one Part, and the said *Thomas Charles Brown* of the other Part, it was witnessed, that, in consideration of a Sum of One thousand Pounds advanced by the said *Thomas Charles Brown* to the said *Edward Reynolds*, as therein mentioned, the said *Edward Reynolds* did grant unto the said *Thomas Charles Brown*, his Heirs and Assigns,

Estates Tail of Edward Reynolds in the Freehold Hereditaments barred, 11th November 1847;

his Estates Tail in the Copyholds comprised in the Settlement of 7th August 1802 barred, 11th Nov. 1847;

his Estates Tail in the Copyholds comprised in the Will of Thomas Cole barred, 11th Nov. 1847.

Mortgage by Edward Reynolds to T. C. Brown, to secure 1,000*l.* and Interest.

signs, the said undivided Twelfth Part and other the Share or Shares of the said *Edward Reynolds* of and in such of the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* and the said Indenture of the Seventh Day of *August* One thousand eight hundred and two as are of Freehold Tenure, with their Appurtenances, to hold the same unto and to the Use of the said *Thomas Charles Brown*, his Heirs and Assigns for ever (subject nevertheless to the Proviso for Redemption and Reconveyance of the same Premises therein-after contained and herein-after mentioned); and by the Indenture now in recital the said *Edward Reynolds* did covenant with the said *Thomas Charles Brown* that he the said *Edward Reynolds* would surrender all his undivided Twelfth Part and other Share or Shares of and in such of the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* as are of Copyhold Tenure to the Use of the said *Thomas Charles Brown*, his Heirs and Assigns (subject nevertheless to a Condition in the said Surrender to be contained for making void the same on Payment of the Sum of One thousand Pounds and Interest at the Time and in manner therein and herein-after mentioned); and by the Indenture now in recital the said *Edward Reynolds* did further covenant with the said *Thomas Charles Brown* that he the said *Edward Reynolds*, and all Persons claiming under or in trust for him, should stand possessed of the said undivided Twelfth Part and other the Shares of him the said *Edward Reynolds* of and in all such Parts of the said Hereditaments comprised in or subject to the said Indenture of the Seventh Day of *August* One thousand eight hundred and two as are of Copyhold Tenure, in trust for the said *Thomas Charles Brown*, his Heirs and Assigns (subject nevertheless to the Proviso therein and herein-after contained); and in the Indenture now in recital was contained a Proviso for the Reconveyance and Discharge of the said Freehold and Copyhold Shares and Hereditaments therein comprised, on Payment by the said *Edward Reynolds*, his Heirs, Executors, or Administrators, to the said *Thomas Charles Brown*, his Executors, Administrators, or Assigns, of the Sum of One thousand Pounds, with Interest for the same after the Rate of Five Pounds *per Centum per Annum*, on the Third Day of *June* One thousand eight hundred and forty-eight: And whereas the said *Richard Anthony Reynolds*, for the Purpose of barring all his Estates Tail, and all Estates to take effect after the Determination of such Estates Tail, did on the Thirteenth Day of *March* One thousand eight hundred and forty-nine surrender into the Hands of the Lord of the said Manor of *Doddington* all his undivided Twelfth Part and all other the Parts or Shares to which he was entitled in possession or remainder, of and in such of the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* as are of Copyhold Tenure: And whereas the said *Patrick Fitzroy Wellesley Campbell* and *Mary Frances* his Wife, for the Purpose of barring all her Estates Tail, and all Estates to take effect after the Determination of such Estates Tail, did on or about the Sixteenth Day of *August* One thousand eight hundred and forty-eight duly surrender into the Hands of the Lord of the said Manor (she the said *Mary Frances Campbell* having been first duly examined apart from her Husband, and consenting,) all the undivided Twelfth Part and all other the Share or Shares to which the said *Mary Frances Campbell* was entitled

Surrender of Copyholds of the Manor of Doddington by Richard A. Reynolds, 13th March 1849.

Surrender of Copyholds of same Manor by P. F. W. Campbell and Mary Frances his Wife, 16th August 1848.

entitled in possession or remainder of and in such of the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* as are of Copyhold Tenure, nevertheless to the Use of the said *William Henry Desborough* and *Edward Barrett Curteis*, their Heirs and Assigns, to be held by them upon and for such Trusts, Intents, and Purposes as should most nearly correspond with the Uses, Trusts, Intents, and Purposes in and by the said Indenture of Settlement of the Twenty-sixth Day of *September* One thousand eight hundred and thirty-nine limited and declared of and concerning the Freehold Hereditaments therein comprised: And whereas the said *William Henry Desborough* and *Mary Ann* his Wife, for the Purpose of barring all her Estates Tail, and all Estates to take effect after the Determination of such Estates Tail, did on the Sixth Day of *July* One thousand eight hundred and forty-seven duly surrender into the Hands of the Lord of the said Manor of *Doddington* (she the said *Mary Ann Desborough* having been first privately and apart from her Husband examined, and consenting,) all the undivided Twelfth Part and all other the Share or Shares to which she the said *Mary Ann Desborough* was entitled in possession or remainder of and in such of the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* as are of Copyhold Tenure, to the Use of the said *Richard Anthony Reynolds*, *Charles Duberly*, and the Reverend *Henry Sweeting*, their Heirs and Assigns, nevertheless upon and for such Trusts, Intents, and Purposes as should most nearly correspond with the Uses, Trusts, Intents, and Purposes in and by the said Indenture of Settlement of the Twenty-third Day of *August* One thousand eight hundred and thirty-four, limited and declared of and concerning the Freehold Hereditaments therein comprised: And whereas previously to and in consideration of the Marriage between the said *Elizabeth Taylor* and *Charles George Taylor*, it was agreed that the Shares of the said *Elizabeth Taylor* in the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* and the said Indenture of the Seventh Day of *August* One thousand eight hundred and two should be settled and assured in manner herein-after mentioned, and accordingly, in part Performance of the said Agreement, by an Indenture bearing Date on or about the Twenty-ninth Day of *July* One thousand eight hundred and forty-eight, and made or expressed to be made between the said *Elizabeth Taylor* (then *Elizabeth Reynolds*) of the one Part, and the said *Thomas Chaloner Smith* and *Edward Reynolds* of the other Part, and duly inrolled in the High Court of Chancery on or about the Second Day of *August* One thousand eight hundred and forty-eight, it was witnessed, that for barring all Estates Tail of the said *Elizabeth Taylor*, and all Estates to take effect after the Determination of such Estates Tail, the said *Elizabeth Taylor* did grant and confirm unto the said *Thomas Chaloner Smith* and *Edward Reynolds*, and their Heirs, all that One undivided Twelfth Part and other the Share and Shares to which the said *Elizabeth Taylor* was entitled of and in all such Parts of the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* and the said Indenture of the Seventh Day of *August* One thousand eight hundred and two as are of Freehold Tenure, with their Appurtenances, to hold the same unto the said *Thomas Chaloner Smith* and *Edward Reynolds*, and their Heirs,

Surrender of Copyholds of the Manor of Doddington by W. H. Desborough and Mary Ann his Wife, to bar her Estates Tail therein.

Estates Tail of Elizabeth Reynolds in the Freeholds barred, 29th July 1848.

to the Use of the said *Elizabeth Taylor*, her Heirs and Assigns, for ever: And whereas on or about the Thirty-first Day of *July* One thousand eight hundred and forty-eight the said *Elizabeth Taylor* (then *Elizabeth Reynolds* Spinster) did surrender into the Hands of the Lord of the said Manor of *Doddington* all that the One undivided Twelfth Part and other the Share or Shares of her the said *Elizabeth Taylor* of and in such of the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* as are of Copyhold Tenure, to the Use of the said *Thomas Chaloner Smith* and *Edward Reynolds*, their Heirs and Assigns, nevertheless upon and for the Trusts, Intents, and Purposes to be declared or referred to of and concerning the same in and by a certain Indenture therein referred to (being the Indenture of Settlement herein-after recited): And whereas by an Indenture bearing Date the said Thirty-first Day of *July* One thousand eight hundred and forty-eight, and made or expressed to be made between the said *Elizabeth Taylor*, then *Elizabeth Reynolds*, of the First Part, the said *Charles George Taylor* of the Second Part, and the said *Thomas Chaloner Smith* and *Edward Reynolds* of the Third Part, and duly enrolled on the Court Rolls of the said Manors of *Buckden* and *Broughton*, it was witnessed, that, for barring all equitable Estates Tail of her the said *Elizabeth Taylor*, and all Estates to take effect after the Determination of such Estates Tail, the said *Elizabeth Taylor*, with the Privity of the said *Charles George Taylor*, did grant unto the said *Thomas Chaloner Smith* and *Edward Reynolds*, their Heirs and Assigns, all that the One undivided Twelfth Part and all other the Parts or Shares to which she the said *Elizabeth Taylor* was equitably entitled on the Default or Failure of Issue of any of her Brothers and Sisters of and in such of the said Hereditaments comprised in or subject to the said Indenture of the Seventh Day of *August* One thousand eight hundred and two as are of Copyhold Tenure, to hold the same unto the said *Thomas Chaloner Smith* and *Edward Reynolds*, their Heirs and Assigns, nevertheless upon and for the Trusts, Intents, and Purposes to be declared or referred to of or concerning the same in and by a certain Indenture therein referred to (being the said Indenture of Settlement herein-after recited): And whereas by an Indenture of Settlement, also bearing Date the Thirty-first Day of *July* One thousand eight hundred and forty-eight, and made or expressed to be made between the said *Elizabeth Taylor* (then *Elizabeth Reynolds*) of the First Part, the said *Charles George Taylor* of the Second Part, and the said *Thomas Chaloner Smith* and *Edward Reynolds* of the Third Part, it is witnessed, that in consideration of the said Marriage, and for the other Considerations therein mentioned, the said *Elizabeth Taylor*, with the Privity of the said *Charles George Taylor*, did grant and confirm unto the said *Thomas Chaloner Smith* and *Edward Reynolds*, and their Heirs, all and singular the undivided Parts or Shares of her the said *Elizabeth Taylor*, as well in possession as in reversion or remainder, of and in all such of the Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* and the said Indenture of the Seventh Day of *August* One thousand eight hundred and two as are of Freehold Tenure, with their Appurtenances, to hold the said undivided Shares, Hereditaments, and Premises unto the said *Thomas Chaloner Smith* and *Edward Reynolds*, and their Heirs, to the Use (after

Surrender of Copyholds of the Manor of Doddington by Elizabeth Reynolds, 31st July 1848.

Equitable Estates Tail of Elizabeth Reynolds in Copyholds comprised in the Settlement of 7th Aug. 1802 barred, 31st July 1848.

Indenture of Settlement on the Marriage of Elizabeth Reynolds with Charles George Taylor, same Date.

(after the Solemnization of the said intended Marriage) of the said *Thomas Chaloner Smith* and *Edward Reynolds*, and their Heirs, during the joint Lives of the said *Charles George Taylor* and *Elizabeth Taylor*, upon trust to collect, get in, and receive the Rents, Issues, and Profits of the said several undivided Shares, Hereditaments, and Premises as and when the same should become payable, and to pay the same to such Person or Persons as the said *Elizabeth Taylor* should in manner therein mentioned direct (but not by way of Anticipation), and in default of such Direction into her own Hands for her own separate Use, and after the Decease of such One of them the said *Charles George Taylor* and *Elizabeth Taylor* as should first die, to the Use of the Survivor of them, for his or her Life, with Remainder to the Use of all and every or such One or more exclusively of the other or others of the Children and Child of the said *Charles George Taylor* on the Body of the said *Elizabeth Taylor* to be begotten, or of the Issue of any such Child or Children born in the Lifetime of the said *Charles George Taylor* and *Elizabeth Taylor*, or the Survivor of them, at such Age, Day, or Time, or respective Ages, Days, or Times, for such Estate or Estates, Interest or Interests, and if more than One in such Shares and Proportions, and with, under, and subject to such Limitations and Remainders over, and charged and chargeable with such Sum or Sums of Money, either annual or in gross, (the same Limitations and Charges being for the Benefit of some One or more of the said Children or Issue,) and upon such Conditions, with such Restrictions, and in such Manner as the said *Charles George Taylor* and *Elizabeth Taylor*, or the Survivor of them, should as therein mentioned appoint, and in default of such Appointment to the Use of all and every the Child and Children of the said *Charles George Taylor* on the Body of the said *Elizabeth Taylor* to be begotten, and the Heirs of his, her, and their Body and respective Bodies, in equal Shares, as Tenants in Common, and if One or more of them the said Children should die without Issue of his, her, or their Body or respective Bodies, then as well the original as the accruing Share or Shares of him, her, or them so dying, of whom there should be such Failure of Issue as therein-before was mentioned, should be and remain to the Use of the other or others of the Children of the said *Charles George Taylor* by the said *Elizabeth Taylor*, and the Heirs of his, her, and their Body and respective Bodies, in equal Shares, as Tenants in Common, by way of cross Remainders in Tail, and if there should be but One such Child, then as to the Entirety of the said undivided Parts or Shares, Hereditaments, and Premises, to the Use of such One or only Child, and the Heirs of his or her Body issuing, and for Default or on Failure of such Issue, to the Use of such Person or Persons, for such Estate or Estates, Interest or Interests, and in such Manner and Form, as the said *Elizabeth Taylor*, notwithstanding her Coverture, should by Deed or Will as therein mentioned appoint, and for default of such Appointment to the Use of the Person or Persons who at the Time of the Decease of the said *Elizabeth Taylor* should be her Heir or Heirs at Law, and who would have taken the same if she had died seised thereof intestate, and without having been married, and to such Person or Persons, his, her, or their Heirs and Assigns, and if more than One as Tenants in Common; and by the now reciting Indenture it was further witnessed, that it was thereby agreed between the said

Parties

Parties thereto, and particularly the said *Elizabeth Taylor*, with the Privity of the said *Charles George Taylor*, did direct and declare, that the said *Thomas Chaloner Smith* and *Edward Reynolds*, their Heirs and Assigns, should stand seised of and interested in the said undivided Parts or Shares of her the said *Elizabeth Taylor* in the said Copyhold Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* and the said Indenture of the Seventh Day of *August* One thousand eight hundred and two upon and for such Trusts, Intents, and Purposes as should as nearly correspond with the Uses, Trusts, Intents, and Purposes therein-before declared concerning the said undivided Parts or Shares of the Freehold Hereditaments comprised in or subject to the said Will of the said *Thomas Cole*, and the said Indenture of the Seventh Day of *August* One thousand eight hundred and two, as the different Tenures of the same several Premises and the Rules of Law and Equity would admit: And whereas there is no Issue of the said Marriage between the said *Charles George Taylor* and *Elizabeth Taylor*: And whereas the said *Antoinetta Caroline Reynolds*, for the Purpose of barring all her Estates Tail, and all Estates to take effect after the Determination of such Estates Tail, did, on or about the Seventh Day of *February* One thousand eight hundred and forty-nine, surrender into the Hands of the Lord of the said Manor of *Doddington* all her undivided Twelfth Part and all other the Parts or Shares to which she was entitled in reversion or remainder of and in such of the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* as are of Copyhold Tenure, to the Use of herself, her Heirs and Assigns: And whereas by an Indenture bearing Date on or about the Thirtieth Day of *January* One thousand eight hundred and forty-nine, and made or expressed to be made between the said *Antoinetta Caroline Reynolds* of the one Part, and the said *Edward Reynolds* of the other Part, and duly inrolled on the Court Rolls of the said Manors of *Buckden* and *Broughton*, it was witnessed, that, for barring all equitable Estates Tail of her the said *Antoinetta Caroline Reynolds*, and all Estates to take effect after the Determination of such Estates Tail, the said *Antoinetta Caroline Reynolds* did grant unto the said *Edward Reynolds* and his Heirs all that the One undivided Twelfth Part or Share to which she was equitably entitled, and all the undivided Parts or Shares to which she the said *Antoinetta Caroline Reynolds* was equitably entitled in default or failure of Issue of all or any of her Brothers and Sisters of and in such of the said Hereditaments comprised in or subject to the said Indenture of the Seventh Day of *August* One thousand eight hundred and two as are of Copyhold Tenure, to hold the same unto the said *Edward Reynolds* and his Heirs, nevertheless in trust for the said *Antoinetta Caroline Reynolds*, her Heirs and Assigns, for ever: And whereas by an Indenture bearing Date on or about the said Thirtieth Day of *January* One thousand eight hundred and forty-nine, and made or expressed to be made between the said *Antoinetta Caroline Reynolds* of the one Part, and the said *Edward Reynolds* of the other Part (and duly inrolled in the High Court of Chancery on or about the Eighth Day of *February* One thousand eight hundred and forty-nine,) it was witnessed, that, for barring all Estates Tail of the said *Antoinetta Caroline Reynolds*, and all Estates to take effect after the Determination of such Estates Tail, the said *Antoinetta Caroline*

Estates Tail of Antoinetta Caroline Reynolds in Copyholds of the Manor of Doddington barred, 7th Feb. 1849.

Equitable Estates Tail of A. C. Reynolds in the Copyholds comprised in the Settlement of 7th Aug. 1802 barred, 30th Jan. 1849.

Estates Tail of A. C. Reynolds in the Freeholds barred, 30th Jan. 1849.

Caroline Reynolds did grant and convey unto the said *Edward Reynolds* and his Heirs all that One undivided Twelfth Part or Share to which the said *Antoinetta Caroline Reynolds* was entitled, and all the undivided Parts or Shares to which the said *Antoinetta Caroline Reynolds* should be entitled in default of or failure of Issue of the Brothers and Sisters of her the said *Antoinetta Caroline Reynolds*, or any or either of them, of and in all such Parts of the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* and the said Indenture of the Seventh Day of *August* One thousand eight hundred and two as are of Freehold Tenure, with their Appurtenances, to hold the same unto the said *Edward Reynolds* and his Heirs, nevertheless to the Use of the said *Antoinetta Caroline Reynolds*, her Heirs and Assigns, for ever: And whereas the said *Thomas Reynolds*, for the Purpose of barring all his Estates Tail, and all Estates to take effect after the Determination of such Estates Tail, did, on or about the Sixteenth Day of *November* One thousand eight hundred and forty-eight, surrender into the Hands of the Lord of the said Manor of *Doddington* all his undivided Twelfth Part and all the Parts or Shares to which he was entitled in reversion or remainder, and in default or failure of Issue of all or any of the Brothers or Sisters of the said *Thomas Reynolds*, of and in such of the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* as are of Copyhold Tenure, to the Use of himself, his Heirs and Assigns: And whereas by an Indenture bearing Date on or about the Sixteenth Day of *November* One thousand eight hundred and forty-eight, and made or expressed to be made between the said *Thomas Reynolds* of the one Part, and the said Reverend *Henry Sweeting* of the other Part, (and duly inrolled on the Court Rolls of the said Manors of *Buckden* and *Broughton*,) it was witnessed, that, for barring all equitable Estates Tail of him the said *Thomas Reynolds*, and all Estates to take effect after the Determination of such Estates Tail, the said *Thomas Reynolds* did grant unto the said Reverend *Henry Sweeting*, his Heirs and Assigns, all that the One undivided Twelfth Part or Share to which he the said *Thomas Reynolds* was equitably entitled, and all the undivided Parts or Shares to which he the said *Thomas Reynolds* was equitably entitled in the Default or Failure of Issue of all or any of the several Brothers and Sisters of him the said *Thomas Reynolds*, of and in such of the said Hereditaments comprised in or subject to the said Indenture of the Seventh Day of *August* One thousand eight hundred and two as are of Copyhold Tenure, to hold the same unto and to the Use of the said Reverend *Henry Sweeting* and his Heirs, nevertheless in trust for the said *Thomas Reynolds*, his Heirs and Assigns, for ever: And whereas by an Indenture bearing Date on or about the Sixteenth Day of *November* One thousand eight hundred and forty-eight, and made or expressed to be made between the said *Thomas Reynolds* of the one Part, and the said Reverend *Henry Sweeting* of the other Part, and duly inrolled in the High Court of Chancery on or about the Seventeenth Day of *November* One thousand eight hundred and forty-eight, it was witnessed, that, for barring all Estates Tail of the said *Thomas Reynolds*, and all Estates to take effect after the Determination of such Estates Tail, the said *Thomas Reynolds* did grant and convey unto the said Reverend *Henry Sweeting* and his Heirs all that One undivided Twelfth Part or Share to which he the said

Estates Tail of Thomas Reynolds in Copyholds of the Manor of Doddington barred, 16th November 1848.

Equitable Estates Tail of Thomas Reynolds in the Copyholds comprised in the Settlement of 7th Aug. 1802 barred, 16th Nov. 1848.

Estates Tail of Thomas Reynolds in the Freeholds barred, 16th Nov. 1848.

said *Thomas Reynolds* was entitled, and all and singular the undivided Parts and Shares to which the said *Thomas Reynolds* was entitled in default or failure of Issue of the Brothers and Sisters of him the said *Thomas Reynolds*, or any or either of them, of and in all such Parts of the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* and the said Indenture of the Seventh Day of *August* One thousand eight hundred and two as are of Freehold Tenure, with their Appurtenances, to hold the same unto the said Reverend *Henry Sweeting* and his Heirs, to the Use of the said *Thomas Reynolds*, his Heirs and Assigns, for ever: And whereas the said *Lawrence William Reynolds*, for the Purpose of barring all his Estates Tail, and all Estates to take effect after the Determination of such Estates Tail, did, on or about the Twenty-fifth Day of *July* One thousand eight hundred and forty-eight, surrender into the Hands of the Lord of the said Manor of *Doddington* all his undivided Twelfth Part and all other the Share or Shares to which he was entitled in possession or remainder of and in such of the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* as are of Copyhold Tenure, to the Use of himself, his Heirs and Assigns: And whereas by an Indenture bearing Date on or about the Twenty-fifth Day of *July* One thousand eight hundred and forty-eight, and made or expressed to be made between the said *Lawrence William Reynolds* of the one Part, and the said *Edward Reynolds* of the other Part, (and duly enrolled on the Court Rolls of the said Manors of *Buckden* and *Broughton*,) it was witnessed, that, for barring all equitable Estates Tail of him the said *Lawrence William Reynolds*, and all Estates to take effect after the Determination of such Estates Tail, the said *Lawrence William Reynolds* did grant unto the said *Edward Reynolds* and his Heirs all that the One undivided Twelfth Part or Share to which he the said *Lawrence William Reynolds* was equitably entitled, and all and singular the undivided Parts or Shares to which he the said *Lawrence William Reynolds* was equitably entitled in the Default or Failure of Issue of all or any of the several Brothers or Sisters of the said *Lawrence William Reynolds*, of and in such of the said Hereditaments comprised in or subject to the said Indenture of the Seventh Day of *August* One thousand eight hundred and two as are of Copyhold Tenure, to hold the same unto the said *Edward Reynolds* and his Heirs, nevertheless in trust for the said *Lawrence William Reynolds*, and his Heirs and Assigns: And whereas by an Indenture bearing Date on or about the said Twenty-fifth Day of *July* One thousand eight hundred and forty-eight, and made or expressed to be made between the said *Lawrence William Reynolds* of the one Part, and the said *Edward Reynolds* of the other Part, (and duly enrolled in the High Court of Chancery on or about the Fourteenth Day of *September* One thousand eight hundred and forty-eight,) it was witnessed, that, for barring all Estates Tail of the said *Lawrence William Reynolds*, and all Estates to take effect after the Determination of such Estates Tail, the said *Lawrence William Reynolds* did grant and convey unto the said *Edward Reynolds* and his Heirs all that One undivided Twelfth Part or Share to which the said *Lawrence William Reynolds* was entitled, and all and singular the undivided Parts or Shares to which the said *Lawrence William Reynolds* was or should be entitled in default or failure

Estates Tail of Lawrence William Reynolds in Copyholds of the Manor of Doddington barred, 25th July 1848.

Equitable Estates Tail of L. W. Reynolds in the Copyholds comprised in the Settlement of 7th Aug. 1802 barred, 25th July 1848.

Estates Tail of L. W. Reynolds in the Freeholds barred, 25th July 1848.

failure of Issue of the Brothers and Sisters of him the said *Lawrence William Reynolds*, or any or either of them, of and in all such Parts of the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* and the said Indenture of the Seventh Day of *August* One thousand eight hundred and two as are of Freehold Tenure, with their Appurtenances, to hold the same unto the said *Edward Reynolds* and his Heirs, to the Use of the said *Lawrence William Reynolds*, his Heirs and Assigns, for ever: And whereas by an Indenture bearing Date on or about the Eighteenth Day of *December* One thousand eight hundred and forty-eight, and made or expressed to be made between the said *Lawrence William Reynolds* of the one Part, and *Thomas Charles Renshaw* of *Stone Buildings*, *Lincoln's Inn*, in the County of *Middlesex*, Esquire, of the other Part, it was witnessed, that, in consideration of a Sum of Four hundred and fifty Pounds advanced by the said *Thomas Charles Renshaw* to the said *Lawrence William Reynolds*, as therein mentioned, the said *Lawrence William Reynolds* did grant and release unto the said *Thomas Charles Renshaw*, his Heirs and Assigns, all that One undivided Twelfth Part of him the said *Lawrence William Reynolds* of and in all such Parts of the said Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* and the said Indenture of the Seventh Day of *August* One thousand eight hundred and two as are of Freehold Tenure, with their Appurtenances, to hold the same unto the said *Thomas Charles Renshaw*, his Heirs and Assigns, for ever, subject nevertheless to the Proviso for Redemption and Reconveyance of the same Hereditaments therein-after contained and herein-after mentioned; and by the Indenture now in recital the said *Lawrence William Reynolds*, for the Considerations aforesaid, did covenant with the said *Thomas Charles Renshaw* that he would surrender into the Hands of the Lord of the said Manor of *Doddington* all the undivided Twelfth Part of him the said *Lawrence William Reynolds* of and in the said Copyhold Hereditaments comprised in or subject to the said Will of the said *Thomas Cole*, to the Use of the said *Thomas Charles Renshaw*, his Heirs and Assigns, subject to a Proviso in the said Surrender to be contained for making the same void on Payment of the Sum of Four hundred and fifty Pounds, and Interest for the same, at the Time and in manner therein and herein-after mentioned; and by the Indenture now in recital the said *Lawrence William Reynolds* did further covenant with the said *Thomas Charles Renshaw*, his Heirs and Assigns, that he the said *Lawrence William Reynolds*, and all Persons claiming under or in trust for him, would from thenceforth stand possessed of all the equitable Estate and Interests of him the said *Lawrence William Reynolds* of and in the One undivided Twelfth Part of and in all such Parts of the said Hereditaments comprised in or subject to the said Indenture of the Seventh Day of *August* One thousand eight hundred and two as are of Copyhold Tenure, in trust for the said *Thomas Charles Renshaw*, his Heirs and Assigns, and the said *Lawrence William Reynolds* did thereby expressly subject and charge the said last-mentioned Share and Hereditaments with the Payment of the said Sum of Four hundred and fifty Pounds, with Interest; and in the Indenture now in recital was contained a Proviso for the Reconveyance and Surrender of the said Freehold and Copyhold Hereditaments

Mortgage by L. W. Reynolds, 18th December 1848.

ments thereby conveyed, charged, and assured, on Payment by the said *Lawrence William Reynolds*, his Heirs, Executors, or Administrators, to the said *Thomas Charles Renshaw*, his Executors, Administrators, or Assigns, of the Sum of Four hundred and fifty Pounds, with Interest for the same, on the Eighteenth Day of *June* then next ensuing: And whereas the said *Henry Sweeting* Gentleman duly made and published his last Will and Testament in Writing, bearing Date on or about the Second Day of *November* One thousand eight hundred and forty-seven, and thereby appointed his Brother *Charles Sweeting* and the said Reverend *Henry Sweeting* Executors thereof: And whereas the said *Henry Sweeting* Gentleman died on or about the Twenty-first Day of *November* One thousand eight hundred and forty-eight, without having revoked or altered his said Will, and the same has been duly proved in the Prerogative Court of the Archbishop of *Canterbury*, on or about the Nineteenth Day of *December* One thousand eight hundred and forty-eight, by the said Reverend *Henry Sweeting* alone: And whereas the said *Charles Cole Reynolds* has, by Inquisition dated the Twenty-eighth Day of *January* One thousand eight hundred and forty-eight, been found to be a Person of unsound Mind, and not competent for the Management of himself or his Property: And whereas by Letters Patent dated the Fourteenth Day of *November* One thousand eight hundred and forty-eight the Care and Management of the Estate of the said *Charles Cole Reynolds* has been granted to the said *Edward Reynolds*, as the Committee of his Estate: And whereas by an Order of the Lord Chancellor in the Matter of the Lunacy of the said *Charles Cole Reynolds*, dated the Seventh Day of *July* One thousand eight hundred and forty-eight, it was referred to the Masters in Lunacy to inquire and certify, jointly or severally, whether it would be for the Benefit of the said *Charles Cole Reynolds* and his Estate that Application should be made to Parliament for an Act to authorize the Sale of the Hereditaments and Premises to One undivided Twelfth Part of which the said *Charles Cole Reynolds* was entitled under the said Indentures of Settlement of the Sixth and Seventh Days of *August* One thousand eight hundred and two and the said Will of the said *Thomas Cole*: And whereas by the Report of *Francis Barlow* Esquire, the Master in Lunacy to whom the said Matter stands referred, made in the said Matter of the said *Charles Cole Reynolds*, and dated the Twenty-eighth Day of *February* One thousand eight hundred and forty-nine, the said Master certified, that he was of opinion that it would be fit and proper and for the Benefit of the said *Charles Cole Reynolds* and his Estate that Application should be made to Parliament (on behalf of the said *Charles Cole Reynolds* and the other Parties jointly entitled with him in undivided Shares to such Hereditaments and Premises) for an Act to authorize a Sale of the said Hereditaments and Premises comprised in or subject to the said Will of the said *Thomas Cole* and the said Indenture of the Seventh Day of *August* One thousand eight hundred and two: And whereas by an Order of the Lord Chancellor in the Matter of the Lunacy of the said *Charles Cole Reynolds*, and dated the Ninth Day of *March* One thousand eight hundred and forty-nine, it was ordered, that the said Master's said Report should be confirmed; and it was ordered, that the said *Edward Reynolds*, as such Committee,

Will of H. Sweeting, dated 2d Nov. 1847.

Probate of Will of H. Sweeting, dated 19th Dec. 1848.

Inquisition of Lunacy on C. C. Reynolds, dated 28th Jan. 1848.

Letters Patent, dated 14th Nov. 1848.

Order of the Court of Chancery, dated 7th July 1848.

Report of Master in Lunacy, dated 28th Feb. 1849.

Order of the Court of Chancery, dated 9th March 1849.

mittee, should be at liberty to apply and concur with all other Parties interested in the said Freehold and Copyhold Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* and the said Indenture of the Seventh Day of *August* One thousand eight hundred and two in applying to Parliament for an Act to authorize the Sale of such Hereditaments and Premises: And whereas it will be greatly for the Benefit as well of the said *Charles Cole Reynolds* as of all the other Persons entitled to or interested in the said Freehold and Copyhold Hereditaments comprised in or subject to the said Will of the said *Thomas Cole* and the said Indenture of the Seventh Day of *August* One thousand eight hundred and two that the whole thereof should be sold in Entireties, and not in undivided Shares, and that no Partition should be made of the said Hereditaments, which would diminish the Value of the Property as a whole, and would be attended with great Expense, by reason of the Number of Parties interested; but a Sale thereof cannot be effected without the Authority of Parliament, by reason of the Inability of the said *Charles Cole Reynolds* to bar his Estate Tail therein, or to convey and dispose of the same: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Richard Anthony Reynolds*, the said *Charles Cole Reynolds* (acting by the said *Edward Reynolds* as such Committee of his Estate as aforesaid), the said *Patrick Fitzroy Wellesley Campbell* and *Mary Frances* his Wife (as well on their own Behalf as on behalf of the said *Mary Curteis*, *Ida Frances Mary Curteis*, and *Reginald Lawrence Herbert Curteis*), the said *William Henry Desborough* and *Edward Barrett Curteis* (as such Trustees as aforesaid of the said Indenture of Settlement of the Twenty-sixth Day of *September* One thousand eight hundred and thirty-nine), the said *William Henry Desborough* and *Mary Ann* his Wife (as well on their own Behalf as on behalf of their said infant Children, *Elizabeth Millicent Montague Desborough*, *Lawrence William Desborough*, *Frances Mary Alice Desborough*, *Agnes Caroline Desborough*, *Mary Ann Loüisa Desborough*, and *Constance Desborough*), the said *Richard Anthony Reynolds* and *Charles Duberly* (as such Trustees as aforesaid of the said Indenture of Settlement of the Twenty-third Day of *August* One thousand eight hundred and thirty-four), the said Reverend *Henry Sweeting* and *Margaret* his Wife (as well on their own Behalf as on behalf of their said infant Children, *Henry Edward Sweeting* and *Margaret Julia Sweeting*), the said *Richard Anthony Reynolds* and *John Streatfield* (as such Trustees as aforesaid of the said Settlement of the Twenty-second Day of *March* One thousand eight hundred and forty-three), the said *Thomas Chaloner Smith* and *Louisa* his Wife, the said *Edward Reynolds* (as such Trustee as aforesaid of the said Settlement of the Sixth Day of *February* One thousand eight hundred and forty-six), the said *Charles George Taylor* and *Elizabeth* his Wife, the said *Thomas Chaloner Smith* and *Edward Reynolds* (as such Trustees as aforesaid of the said Settlement of the Thirty-first Day of *July* One thousand eight hundred and forty-eight), the said *Antoinetta Caroline Reynolds*, the said *Thomas Reynolds*, the said *George Reynolds*, the said *Edward Reynolds* (in his own Right), the said *Lawrence William Reynolds*, the said Reverend *Henry Sweeting* (as such Executor of the said *Henry Sweeting*

Gentleman, as aforesaid), and the said *William Henry Desborough* (as such Executor of the said *Lawrence Reynolds* as aforesaid), and the said *Thomas Charles Brown* and the said *Thomas Charles Renshaw* (as such Mortgagees as aforesaid), do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act all and singular such Part and Parts of the Farms, Lands, and Hereditaments devised by the said Will of the said *Thomas Cole*, and comprised in the said Indenture of Settlement of the Seventh Day of *August* One thousand eight hundred and two, and which are subject to the Uses and Trusts thereby respectively declared, and all Allotments and Exchanges made or taken in respect or in lieu thereof or of any Part or Parts thereof respectively, by virtue of any Inclosure Act or Acts of Parliament, or otherwise, as are of Freehold Tenure, with their and every of their Appurtenances, shall be and the same are hereby vested in the said *Richard Anthony Reynolds*, *Edward Reynolds*, and *David Veasey* of *Huntingdon* in the County of *Huntingdon*, Esquire, their Heirs and Assigns, for an absolute Estate in Fee Simple in possession, freed and discharged from all prior and other Estates, Titles, Charges, Claims, and Demands whatsoever, (except any Lease or Leases which may be now subsisting of the said Freehold Hereditaments and Premises or any Part thereof,) upon trust that they the said *Richard Anthony Reynolds*, *Edward Reynolds*, and *David Veasey*, their Heirs and Assigns, shall and do, as soon as conveniently may be after the passing of this Act, make sale and absolutely dispose of the said several Farms, Lands, Hereditaments, and Premises hereby vested in them as aforesaid, either at one Time or at several Times, and either in one Lot or several Lots, and either by public Auction or private Contract, or partly in each Mode, to any Person or Persons whomsoever, for such Price or Prices in Money as to them the said *Richard Anthony Reynolds*, *Edward Reynolds*, and *David Veasey*, their Heirs or Assigns, shall seem reasonable, and upon such Terms, and subject to such special or other Conditions, Stipulations, and Agreements, as to Title or Evidence of Title, as they shall think fit, whether the same shall be actually required by the State of the Title or not, with full Liberty and Authority to buy in the said Premises or any of them, or any Part or Parts thereof, at any Sale by Auction, or to rescind or vary any Contract for Sale thereof or of any Part thereof, and in like Manner to sell and dispose of the Premises so bought in or comprised in any such rescinded Contract, at any future Auction, or by private Contract, without being answerable for any Loss which may happen by such buying in or rescinding or varying or Re-sale, and with full Power to do, perform, and execute all such Acts, Deeds, Matters, and Things as may be requisite and proper for effecting such Sale or Sales, and further, upon Payment into the Bank of *England* in manner herein-after mentioned of the Purchase Monies arising from the Sale or Sales hereby directed to be made, upon trust that they the said *Richard Anthony Reynolds*, *Edward Reynolds*, and *David Veasey*, their Heirs or Assigns, shall and do convey and assign the Hereditaments which shall be sold unto and to the Use of the Purchaser,

Freehold Hereditaments comprised in the Will of Thomas Cole and in the Settlement of 7th August 1802 vested in Trustees for Sale.

chaser and Purchasers thereof respectively, his, her, or their Heirs or Assigns, or as he, she, or they shall direct or appoint, freed and discharged as aforesaid.

Trustees to sell the Copyholds comprised in the Will of Thomas Cole and in the Settlement of 7th Aug. 1802.

II. And be it enacted, That the said *Richard Anthony Reynolds*, *Edward Reynolds*, and *David Veasey*, and the Survivors and Survivor of them, or the Heirs of such Survivor, or other the Trustees or Trustee for the Time being of this Act, to be appointed as hereinafter mentioned, shall and do, as soon as conveniently may be after the passing of this Act, make sale and dispose of the whole equitable or beneficial Interest of and in such of the said Farms, Lands, and Hereditaments devised by the said Will of the said *Thomas Cole*, and comprised in the said Indenture of the Seventh Day of *August* One thousand eight hundred and two, and which are subject to the Uses and Trusts thereby respectively declared, and all Allotments and Exchanges made or taken in respect or in lieu thereof or of any Part or Parts thereof respectively, by virtue of any Inclosure Act or Acts of Parliament, or otherwise, as are of Copyhold Tenure, in like Manner and subject in all respects as is herein-before directed and provided with respect to the Sale of the Freehold Parts of the said Farms, Lands, and Hereditaments, and do and shall, on Payment of the Purchase Money in manner aforesaid, duly bargain and sell or surrender and transfer the same to the Purchaser or respective Purchasers thereof, or as he, she, or they shall direct; and the Purchaser or Purchasers of the said Copyhold Hereditaments herein-before directed to be sold, or of any Part thereof, after Payment of his, her, or their Purchase Money into the Bank of *England*, as herein-after directed, and taking such Bargain and Sale, Surrender or Transfer as aforesaid, shall hold and enjoy the same freed and absolutely discharged from all prior and other Estates, Titles, Charges, Claims, and Demands whatsoever, and shall be entitled to be admitted to such Copyhold Hereditaments on such Bargain and Sale, Surrender or Transfer, in all respects, on Payment of the accustomed Fines and Fees, as if the same had been duly surrendered according to the Customs of the said Manors by the Parties absolutely entitled thereto.

Purchase Monies to be paid into the Bank of England.

III. And be it enacted, That the Purchaser or Purchasers of the said Freehold and Copyhold Hereditaments and Premises hereby directed to be sold as aforesaid, or of any Part thereof respectively, shall pay his or their Purchase Money or Purchase Monies for the same 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 Purchaser or Purchasers of the *Cole* and *Reynolds* Estates in the Counties of *Cambridge* and *Huntingdon*," pursuant to the Method prescribed by the Act passed in the Twelfth Year of the Reign of King *George* the First, Chapter 32., and the Act passed in the Fifth Year of the Reign of Her present Majesty, Chapter 5., and the General Orders of the said Court, and without Fee or Reward, according to the Act passed in the Twelfth Year of the Reign of King *George* the Second, Chapter 24.

Certificate of the Accountant General and

IV. And be it enacted, That 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* thereto annexed, and therewith

Receipt of One of the Cashiers of the Bank of England to be a sufficient Discharge.

therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England* of such Purchase Money as aforesaid, or an Office Copy or Office Copies thereof, shall from Time to Time and at all Times be a good and sufficient Discharge to the Person or Persons making such Payment, and his, her, or their Heirs, Executors, Administrators, and Assigns respectively, for the Monies for which such Certificate or Certificates and such Receipt or Receipts shall be so given, and after the filing of such Certificate or Certificates such Person or Persons as aforesaid, and his, her, or their Heirs, Executors, Administrators, and Assigns respectively, shall be absolutely and for ever freed and discharged of and from the same Monies, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof or any Part thereof.

Payment and Application of the Purchase Monies.

V. And be it enacted, That, subject to the Payment of the Costs, Charges, and Expenses herein-after mentioned, in pursuance of any Order or Orders for that Purpose to be made as herein-after mentioned, the Purchase Money or Purchase Monies to be paid into the Bank of *England* as herein-before directed shall be paid and applied by the said Accountant General, upon any Order or Orders to be made by the said Court of Chancery in that Behalf, which Order or Orders shall be made upon any Petition to be presented to the said Court in a summary Way by any Person or Persons in anywise interested therein or in any Part thereof, in manner following; (that is to say,) as to One Twelfth Part thereof, in Payment thereout to the said Reverend *Henry Sweeting*, or other the Representatives or Representative for the Time being of the said *Henry Sweeting* Gentleman, of all Monies which shall be then due to him or them under the said Indenture of Mortgage of the Twenty-second Day of *February* One thousand eight hundred and thirty-nine; and as to the Residue of the same One Twelfth Part, to the said *Richard Anthony Reynolds*, his Executors, Administrators, or Assigns, for his and their own Use; as to One other Twelfth Part thereof, to the said *William Henry Desborough* and *Edward Barrett Curteis*, or other the Trustees or Trustee for the Time being of the said Indenture of Settlement of the Twenty-sixth Day of *September* One thousand eight hundred and thirty-nine, to be held by them on the Trusts of the same Settlement, and in all respects as if the same were Funds or Monies arising by a Sale made of the Hereditaments comprised in the same Settlement in pursuance of the Power of Sale in the same Settlement contained; as to One other Twelfth Part thereof, to the said *Richard Anthony Reynolds* and *Charles Duberly*, or other the Trustees or Trustee for the Time being of the said Indenture of Settlement of the Twenty-third Day of *August* One thousand eight hundred and thirty-four, to be held by them upon the Trusts of the same Settlement, and in all respects as if the same were Funds or Monies arising by a Sale made of the Hereditaments comprised in the said last-mentioned Settlement in pursuance of the Power of Sale in the same Settlement contained; as to One other Twelfth Part thereof, to the said *Richard Anthony Reynolds* and *John Streatfield*, or other the Trustees or Trustee for the Time being of the said Indenture of Settlement of the Twenty-second Day of *March* One thousand eight hundred and forty-three, to be held by them upon the Trusts of the same

same Settlement, and in all respects as if the same were Funds or Monies arising by a Sale made of the Hereditaments comprised in the said last-mentioned Settlement in pursuance of the Power of Sale in the same Settlement contained; as to One other Twelfth Part thereof, to the said *Edward Reynolds*, or other the Trustees or Trustee for the Time being of the said Indenture of Settlement of the Sixth Day of *February* One thousand eight hundred and forty-six, to be held by him or them on the Trusts of the same Indenture, and in all respects as if the same were Funds or Monies arising by a Sale made of the Hereditaments comprised in the said last-mentioned Settlement, in pursuance of the Power of Sale therein contained; as to One other Twelfth Part thereof, to the said *Thomas Chaloner Smith* and *Edward Reynolds*, or other the Trustees or Trustee for the Time being of the said Indenture of Settlement of the Thirty-first Day of *July* One thousand eight hundred and forty-eight, to be held by them upon the Trusts of the same Settlement, and in all respects as if the same were Funds or Monies arising by a Sale made of the Hereditaments comprised in the said last-mentioned Settlement, in pursuance of the Power of Sale in the same Settlement contained; as to One other Twelfth Part thereof, to the said *Antoinetta Caroline Reynolds*, her Executors, Administrators, and Assigns, for her and their own Use; as to One other Twelfth Part thereof, to the said *Thomas Reynolds*, his Executors, Administrators, and Assigns, for his and their own Use; as to One other Twelfth Part thereof, in Payment thereout unto the said *Thomas Charles Brown*, his Executors, Administrators, or Assigns, of all Monies which shall be due to him or them under the said Indenture of Mortgage of the Seventeenth Day of *February* One thousand eight hundred and forty-eight, and as to the Residue of the same One Twelfth Part, to the said *George Reynolds*, his Executors, Administrators, and Assigns, for his and their own Use; as to One other Twelfth Part thereof, in Payment thereout unto the said *Thomas Charles Brown*, his Executors, Administrators, or Assigns, of all Monies which shall be due to him or them under the said Indenture of Mortgage of the Third Day of *December* One thousand eight hundred and forty-seven, and as to the Residue of the same One Twelfth Part, to the said *Edward Reynolds*, his Executors, Administrators, and Assigns, for his and their own Use; and as to One other Twelfth Part thereof, in Payment thereout unto the said *Thomas Charles Renshaw*, his Executors, Administrators, or Assigns, of all Monies which shall be due to him or them under the said Indenture of Mortgage of the Eighteenth Day of *December* One thousand eight hundred and forty-eight, and as to the Residue of the same Twelfth Part, to the said *Lawrence William Reynolds*, his Executors, Administrators, and Assigns, for his and their own Use; and as to the remaining One Twelfth Part, in the Name and to the Account of the Accountant General of the High Court of Chancery, to be there placed to the Credit of the Matter of the said *Charles Cole Reynolds* (the Lunatic), the Account of the Real Estates.

Investment of the Purchase Money to which

VI. And be it enacted, That the said One Twelfth Part so as aforesaid directed to be carried to the Credit of the said *Charles Cole Reynolds*, the Account of the Real Estates, shall be laid out and invested (subject to the Directions of the Lord High Chancellor of *Great Britain*,

Charles Cole Reynolds will be entitled.

Britain, or the Lord Keeper or Lords Commissioners for the Custody of the Great Seal of *Great Britain* for the Time being, or other the Person or Persons for the Time being intrusted by the Queen's Sign Manual with the Care and Commitment of the Custody of the Persons and Estates of Persons found Lunatic or of unsound Mind, in pursuance of any Order or Orders to be obtained upon Petition in a summary Way by or on behalf of the said *Charles Cole Reynolds*, if living, or, if dead, by such Person or Persons as shall be or shall answer the Description of the Heir or Heirs of the Body of the said *Charles Cole Reynolds*, or the Guardian or Guardians of such Person or Persons, if under Age, or if there shall be no such Person, then by the Person or Persons respectively entitled to the same under the Limitations contained in the said Will of the said *Thomas Cole* and in the said Settlement of the Seventh Day of *August* One thousand eight hundred and two respectively,) in the Purchase of Freehold Manors, Messuages, or Hereditaments of an Estate of Inheritance in Fee Simple in possession in *England* and *Wales*, or of Copyhold Hereditaments convenient to be held therewith, all which said Hereditaments so to be purchased as aforesaid shall be conveyed, surrendered, and assured, as to such of the same Hereditaments as shall have been purchased with Monies arising from the Sale of any of the Hereditaments comprised in or subject to the said Will of the said *Thomas Cole*, to, upon, and for such Uses, Trusts, Intents, and Purposes as the One undivided Twelfth Part of the said *Charles Cole Reynolds* of and in the Freehold and Copyhold Hereditaments so as aforesaid devised by the said Will of the said *Thomas Cole* would have stood limited or subject if the same had not been sold, and this Act had not been passed, or as near thereto as Circumstances will permit, and as to such of the said Hereditaments so to be purchased as aforesaid as shall have been purchased with Monies arising from the Sale of any of the Hereditaments comprised in the said Settlement of the Seventh Day of *August* One thousand eight hundred and two, to, upon, and for such Uses, Trusts, Intents, and Purposes as the One undivided Twelfth Part of the said *Charles Cole Reynolds* of and in the Freehold and Copyhold Hereditaments so as aforesaid comprised in the said Indenture of Settlement of the Seventh Day of *August* One thousand eight hundred and two would have stood limited or subject if the same had not been sold, and this Act had not been passed, or as near thereto as Circumstances will permit; and that in the meantime the said last-mentioned One Twelfth Part so directed to be carried to the Credit of the Matter of the said *Charles Cole Reynolds*, the Account of the Real Estate, shall be invested in the Name of the said Accountant General in the Purchase of Three *per Centum* Consolidated Bank Annuities to a like Account, yet so that such One Twelfth Part and the Bank Annuities to be purchased therewith shall be considered as in the Nature of and shall be impressed with the Character of Real Estate, and shall go as the Lands directed to be purchased therewith would have gone if purchased.

Orders may be made by the Court of Chancery.

VII. And be it enacted, That it shall be lawful for the said Lord High Chancellor of *Great Britain*, or Lord Keeper or Lords Commissioners for the Custody of the Great Seal for the Time being, or other the Person or Persons for the Time being intrusted by the Queen's Sign Manual

Manual with the Care and Commitment of the Custody of the Persons and Estates of Persons found Lunatic or of unsound Mind, upon Petition in a summary Way, to make such Orders and Directions as shall be necessary for the due Application of the said One Twelfth Part so directed to be carried to the Credit of the Matter of the said *Charles Cole Reynolds* as aforesaid, and of the Income arising therefrom, and for carrying into effect the Objects, Trusts, and Provisions of this Act in relation thereto: Provided always, that all Costs, Charges, and Expenses incurred in relation to such Orders and Directions, and also to such Investments, shall be borne by such last-mentioned One Twelfth Part, or the Proceeds thereof or the Income arising therefrom, as the said Lord Chancellor, Lord Keeper, or Lords Commissioners, or other the Person or Persons for the Time being intrusted as aforesaid, shall for that Purpose direct.

Costs of Act to be taxed and paid.

VIII. And be it enacted, That it shall be lawful for the said Court of Chancery, from Time to Time, upon Petition in a summary Way, to be presented by any Person or Persons interested in the Matter, to make such Order or Orders as to the said Court shall seem expedient or reasonable for allowing, taxing, or settling all Costs, Charges, and Expenses which have been or shall be incurred in obtaining and passing this Act, or preparatory thereto, and in making and completing the Sales and Investments hereby authorized to be made, and of or occasioned by any Order or Orders of the said Court to be made in pursuance of this Act, or otherwise in carrying into execution the Trusts and Purposes of this Act, and also from Time to Time to make Orders for the Payment of all such Costs, Charges, and Expenses as aforesaid out of the Monies which shall arise from any such Sale or Sales of the said Hereditaments and Premises hereby authorized and directed to be sold as aforesaid, or out of the Monies to arise by the Sale of any Exchequer Bills, or Navy or Victualling Bills, to be purchased as herein-after mentioned, but nevertheless so that all the Costs, Charges, and Expenses of obtaining and passing this Act or preparatory thereto, and in making and completing the Sales, shall be paid out of the Monies arising from such Sales, and before the Division of such Monies into separate Twelfth Parts, as before directed, and that the Costs, Charges, and Expenses relating to the said separate One Twelfth Parts, and the Investment and Administration thereof, shall be paid out of such One Twelfth Parts respectively in all respects as the said Court shall direct.

Payment of Rents until Sale.

IX. And be it enacted, That in the meantime and until such Sale or Sales as aforesaid shall be made of the said Hereditaments and Premises hereby authorized or directed to be sold as aforesaid, the said *Richard Anthony Reynolds*, *Edward Reynolds*, and *David Veasey*, their Heirs and Assigns, shall permit the Rents and Profits of the same Hereditaments and Premises, or such Parts thereof as shall from Time to Time remain unsold, to be received by the Person or Persons who would have been entitled to or to receive the same in case this Act had not been passed.

Investment of Purchase

X. And with respect to the Monies to arise by such Sale or Sales as aforesaid, other than the Share of the said *Charles Cole Reynolds* therein,

Monies until they are applied according to the Act.

therein, be it enacted, That until the same shall have been paid and applied as aforesaid the same shall in the meantime be laid out by the said Accountant General in the Purchase of Navy, Victualling, or Exchequer Bills, and the Monies received for the same as they shall respectively be paid off by Government shall from Time to Time be laid out, by and in the Name of the said Accountant General, in the Purchase of other Navy, Victualling, or Exchequer Bills, and it shall be lawful for the said Court to make such General or Special Order or Orders as may be necessary, so that whenever the Navy, Victualling, or Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in course of Payment by Government, and new Navy, Victualling, or Exchequer Bills shall be issued, such new Navy, Victualling, or Exchequer Bills may be received in exchange for those which are in course of Payment, and the Interest arising from such Navy, Victualling, or Exchequer Bills shall from Time to Time be paid to the Person or Persons who would for the Time being be entitled to the Receipt of the Interest or annual Income of the said Purchase Monies, or of the Lands, Funds, or Securities on which the same would or might have been invested in case such Purchase Monies had been paid and applied as herein-before directed.

Appointment of new Trustees.

XI. And be it enacted, That if the said *Richard Anthony Reynolds*, *Edward Reynolds*, and *David Veasey*, or either of them, or any Trustee or Trustees who shall be appointed as herein-after mentioned, shall die, or refuse or be desirous to be discharged from or become incapable to act in the Trusts hereby created, at any Time before the same Trusts shall be fully executed and performed, then and in every such Case it shall be lawful for the said Court of Chancery, upon a Petition to be presented in a summary Way by any Person or Persons interested therein, or the Committee for the Time being of the Estate of the said Lunatic, to appoint any Person or Persons to be a Trustee or Trustees in the Place of the Trustee or Trustees so dying, or refusing or desiring to be discharged, or becoming incapable to act as aforesaid; and all and every such new Trustees or Trustee shall, to all Intents, Effects, Constructions, and Purposes whatsoever, have all the Powers and Authorities of the Trustee or Trustees in whose Room he or they shall be so substituted or appointed; and upon every such Appointment the said Freehold Lands and Hereditaments, or such Parts thereof as for the Time being shall remain unsold, shall be conveyed and assured to and in such Manner that the same may be effectually vested in such new Trustee or Trustees jointly with the surviving or continuing Trustee, or solely, as the Case may require, upon and for the Trusts, Intents, and Purposes herein-before declared: Provided always, that the said *Richard Anthony Reynolds*, *Edward Reynolds*, and *David Veasey*, or any future Trustees of this Act, shall not be answerable the one for the other or others of them, nor for any involuntary Losses, and that the Trust for Sale and the Power of Sale herein-before created may be exercised by the said Trustees hereby appointed, and the Survivors and Survivor of them, or other the Trustees or Trustee for the Time being of these Presents.

General Saving.

XII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all other Persons and Bodies Politic and Corporate,

Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Richard Anthony Reynolds*, the said *Charles Cole Reynolds*, and the Heirs of his Body, the said *Edward Reynolds*, as such Committee of the Estate and Effects of the said *Charles Cole Reynolds* as aforesaid, and all future and other Committees of the Estate and Effects of the said *Charles Cole Reynolds*, the said *Patrick Fitzroy Wellesley Campbell* and *Mary Frances* his Wife, the said *Mary Curteis*, *Ida Frances Mary Curteis*, and *Reginald Lawrence Herbert Curteis*, and the Heirs of their respective Bodies, the said *William Henry Desborough* and *Edward Barrett Curteis* (as such Trustees of the said Indenture of Settlement of the Twenty-sixth Day of *September* One thousand eight hundred and thirty-nine as aforesaid), the said *William Henry Desborough* and *Mary Ann* his Wife, the said *Elizabeth Millicent Montague Desborough*, *Lawrence William Desborough*, *Frances Mary Alice Desborough*, and *Constance Desborough*, and the Heirs of their respective Bodies, and all other Children born or to be born of the said *William Henry Desborough* by the said *Mary Ann Desborough*, and the Heirs of the Bodies of such Children, the said *Richard Anthony Reynolds* and *Charles Duberly* (as such Trustees of the said Indenture of Settlement of the Twenty-third Day of *August* One thousand eight hundred and thirty-four as aforesaid), the said Reverend *Henry Sweeting* and *Margaret* his Wife, the said *Henry Edward Sweeting* and *Margaret Julia Sweeting*, and the Heirs of their respective Bodies, and all other Children born or to be born of the said Reverend *Henry Sweeting* and *Margaret* his Wife, and the Heirs of the Bodies of such Children, the said *Richard Anthony Reynolds* and *John Streatfield* (as such Trustees of the said Indenture of Settlement of the Twenty-second Day of *March* One thousand eight hundred and forty-three as aforesaid), the said *Thomas Chaloner Smith* and *Louisa* his Wife, and all Children born or to be born of the said *Thomas Chaloner Smith* by his said Wife, and the Heirs of the Body of all such Children, the said *Edward Reynolds* (as such Trustee of the said Indenture of Settlement of the Sixth Day of *February* One thousand eight hundred and forty-six as aforesaid), the said *Charles George Taylor* and *Elizabeth* his Wife, and all Children born or to be born of the said *Charles George Taylor* by his said Wife, and the Heirs of the Body of all such Children, the said *Thomas Chaloner Smith* and *Edward Reynolds* (as such Trustees as aforesaid of the said Settlement of the Thirty-first Day of *July* One thousand eight hundred and forty-eight), the said *Antoinetta Caroline Reynolds*, the said *Thomas Reynolds*, the said *George Reynolds*, the said *Edward Reynolds*, the said *Lawrence William Reynolds*, the said Reverend *Henry Sweeting*, and all Executors of the said *Henry Sweeting* Gentleman, and all other the Administrators or Administrator of the said *Henry Sweeting* Gentleman, and the said *William Henry Desborough* and all other the Representatives or Representative of the said *Lawrence Reynolds* deceased, the said *Thomas Charles Brown* and the said *Thomas Charles Renshaw*, and all and every Persons or Person to or on whom any Estate, Right, Title, or Interest, at Law or in Equity, shall have been devised, bequeathed, or limited, or shall have devolved or descended, or shall devolve or descend, by, through, or under the said Will of the said *Thomas Cole* or the said recited Settlement of the Seventh Day of *August* One thousand eight hundred and two,

two, or other the herein-before recited Indentures of Settlement,) all such Estate or Estates, Right, Title, Interest, Claim, and Demand whatsoever, both at Law and in Equity, of, in, to, or out of the said Freehold and Copyhold Hereditaments herein-before directed to be sold, or any Part thereof, as they respectively had before the passing of this Act, or would have had in case this Act had not been passed.

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

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

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1849.