

ANNO DUODECIMO & DECIMO TERTIO

VICTORIÆ REGINÆ.

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Freehold Estates, sign and publish his last Will and Testament in Writing, bearing Date the Tenth Day of *January* One thousand eight hundred and twenty-four, and thereby, after giving and bequeathing all his Plate, Jewels, China-ware, Books, Pictures, Prints, Fixtures, Hothouse and Greenhouse Plants and Shrubs, which should be at the Time of his Decease in, upon, or belonging to his Mansion House at *Lytchet Matravers* aforesaid, and the Garden and Appurtenances thereto, unto *Edmund Morton Pleydell* of *Whatcombe* in the County of *Dorset*, Esquire, and *Edward Berkeley Portman* of *Bryanston* in the same County, Esquire, their Executors, Administrators, and Assigns, in trust to permit and suffer the same to remain as Heirlooms in and upon the said Mansion and Premises, and to be enjoyed by the Person or Persons who from Time to Time should be entitled to the Possession or Receipt of his Manors, Messuages, Lands, and Hereditaments, therein-after limited in strict Settlement, and after making other Bequests as in the said Will mentioned the said Testator gave and bequeathed all his Leasehold Estates, Lands, and Tenements to which he should be entitled for any Term or Terms of Years, and all the Arrears of Rent due to him at the Time of his Decease, and all his Money, Securities for Money, Debts, and all other his Personal Estate, whatsoever and wheresoever, of or to which he, or any Person or Persons in trust for him, should be possessed or entitled at the Time of his Decease, (except what he otherwise disposed of by his said Will, or by any Codicil or Codicils thereto,) unto the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, their Executors, Administrators, and Assigns, upon trust that they the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, at such Time or Times as they should think most advantageous, call in and convert into Money his said Personal Estate and Effects, or such Part thereof as should not consist of Money or of Leasehold Estates, and should sell and dispose of his said Leasehold Estates, Lands, and Tenements, with their Appurtenances, either altogether or in Parcels, by public Auction or private Contract, for such Price or Prices or Sum or Sums of Money as to them or him should seem reasonable, with Liberty to repurchase the same at any such public Auction, without being liable for any Loss to be incurred thereby; and for effectuating the said Sale or Sales the said Testator thereby authorized the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, to enter into, make, and execute all such Contracts, Covenants, and Agreements, Assignments and Assurances, Acts, Deeds, and Things, as to them or him should seem meet; and the said Testator declared that the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should stand and be possessed of and interested in the Money to arise from that Part of his Personal Estate which he had directed to be converted into Money, and of the Money of which he should be possessed at the Time of his Decease, and of the Monies to be produced by the Sale or Sales of his said Leasehold Estate, and of the Rents and Profits thereof until the same should be sold, upon trust

that

that they the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, by and out of the Monies to arise by the Ways and Means aforesaid, pay, satisfy, and discharge all his just Debts, Funeral and Testamentary Expenses, and any Legacy or Legacies which might be given by him by any Codicil or Codicils to his said Will, as and when the same should respectively become payable, and, subject thereto, should lay out and invest the Residue of the said Trust Monies in the Purchase of Manors, Messuages, Lands, or Hereditaments in Fee Simple in possession, to be situate somewhere in that Part of the United Kingdom of *Great Britain* and *Ireland* called *England*, or in the Principality of *Wales*, of a clear and indefeasible Estate of Inheritance, or of Copyhold or Leasehold Lands or Tenements, convenient to be held therewith, or with the Manors, Messuages, Lands, and other Hereditaments therein-after devised by the said Testator, yet so that every such Purchase be made with the Consent in Writing of the Person or Persons for the Time being entitled to the actual Possession, or to the Receipt of the Rents, Issues, and Profits, of the said Manors, Messuages, Tenements, and Hereditaments under and by virtue of his said Will, in case such Person or Persons should be of full Age, but if such Person or Persons should be under Age, then at the Discretion and of the proper Authority of the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, and should settle and assure the Estates and Lands so to be purchased in the same Manner and with the like Consent as was therein-after directed with respect to the Lands to be purchased with the Money to be produced by any Sale or Sales which should be made, in exercise of the Powers for that Purpose therein-after contained, of any of the Manors, Messuages, Lands, and Hereditaments by his said Will devised, and should, until the said Trust Monies should be disposed of in the Manner therein-before mentioned, by and with such Consent or Discretion as aforesaid, place out and invest the same at Interest, in their or his Names or Name, in the Purchase of a competent Share of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest on Government or Real Securities in *England* or *Wales*, and might or should from Time to Time alter, vary, and transpose the said Stocks, Funds, and Securities as to them or him should seem meet; and the said Testator declared that the Interest, Dividends, and annual Produce of the said Stocks, Funds, and Securities, and also all the Rents and Profits and annual Produce of the said Leasehold and other his Personal Estate, until the same should be so invested or laid out as aforesaid, should go and be paid to such Person or Persons, and be applied to and for such Uses, Intents, and Purposes, and in such Manner, as the Rents, Issues, and Profits of the said Manors, Messuages, Lands, and other Hereditaments to be purchased therewith, would go or be payable or applicable in case such Purchase and Settlement as aforesaid were then actually made; and the said Testator gave and devised all that his Advowson and Right of Patronage and Presentation, Donation, Nomination, or Collation, of or to the Rectory or Parish Church of *Lytchet Matravers* aforesaid,

and

and also all Glebe Lands, Houses, and Hereditaments whatsoever thereunto belonging or in anywise appertaining, together with all and all Manner of Tithes, Tenths, Dues, Emoluments, and Appurtenances to the said Advowson, Lands, and Premises belonging, unto his Nephew-in-Law the Reverend *Henry Luke Dillon*, the then Incumbent thereof, to hold the same unto the Use of the said *Henry Luke Dillon*, his Heirs and Assigns for ever; and the said Testator gave and devised unto the said *Edmund Morton Pleydell* and *Edward Berkeley Portman* all and every his Freehold and Copyhold Manors, Messuages, Farms, Lands, Tenements, and Hereditaments, and all other the Real Estate, whatsoever and wheresoever, of or to which he the said Testator, or any Person or Persons in trust for him, was or were seised or entitled for any Estate of Inheritance, or of Freehold only, in possession, reversion, remainder, or expectancy, or which he had Power to dispose of or appoint by his said Will, and which were not therein-before by him devised or intended so to be, with their Rights, Members, and Appurtenances, to have and to hold the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments, and all and singular other the Premises lastly therein-before given and devised, with the Appurtenances, unto the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, their Heirs and Assigns, subject nevertheless to the Payment of his just Debts and Funeral Expenses and Testamentary Expenses, and of such Legacies as he might give by any Codicil or Codicils to his said Will, to the Uses, upon the Trusts, and for the Intents and Purposes therein-after expressed and declared of and concerning the same; that is to say, to the Use of his Sister *Elizabeth Trenchard* otherwise *Elizabeth Sargent*, and her Assigns, for her Life; and from and immediately after the Determination of that Estate, by Forfeiture or otherwise in the Lifetime of the said *Elizabeth Trenchard* otherwise *Elizabeth Sargent*, to the Use of the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and their Heirs, during the Life of the said *Elizabeth Trenchard* otherwise *Elizabeth Sargent*, upon trust to support the contingent Uses and Estates therein-after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion might require; and from and immediately after the Decease of the said *Elizabeth Trenchard* otherwise *Elizabeth Sargent*, to the Use of *William Trenchard Dillon*, eldest Son of the said *Henry Luke Dillon*, during his Life; and from and immediately after the Determination of that Estate by Forfeiture or otherwise in the Lifetime of the said *William Trenchard Dillon*, to the Use of the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and their Heirs, during the Life of the said *William Trenchard Dillon*, upon trust to support the contingent Uses and Estates therein-after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion might require; and from and immediately after the Decease of the said *William Trenchard Dillon*, to the Use of the First and every other Son of the Body of the said *William Trenchard Dillon* lawfully begotten, severally and successively according to their several and respective Seniorities in Tail Male; and in default of such Issue of the said *William Trenchard Dillon*, to the Use of *Henry Luke Dillon* (the Second Son of the said *Henry Luke Dillon*

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the elder) during his Life; and from and immediately after the Determination of that Estate by Forfeiture or otherwise in the Lifetime of the said *Henry Luke Dillon* the younger, to the Use of the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and their Heirs, during the Life of the said *Henry Luke Dillon* the younger, upon trust to support the contingent Uses and Estates therein-after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion should require; and from and immediately after the Decease of the said *Henry Luke Dillon* the younger, to the Use of the First and every other Son of the Body of the said *Henry Luke Dillon* the younger lawfully begotten, severally and successively according to their several and respective Seniorities in Tail Male; and in default of such Issue of the said *Henry Luke Dillon* the younger, to the Use of all and every the Son and Sons of the Body of the said *Henry Luke Dillon* the elder lawfully begotten, severally and successively according to their several and respective Seniorities in Tail Male; and for Default of such Issue, to the Use of *Margaretta Amelia Dillon*, the eldest Daughter of the said *Henry Luke Dillon* the elder, and her Assigns, for her Life; and from and immediately after the Determination of that Estate by Forfeiture or otherwise in the Lifetime of the said *Margaretta Amelia Dillon*, to the Use of the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and their Heirs, during the Life of the said *Margaretta Amelia Dillon*, upon trust to support the contingent Uses and Estates therein-after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion should require; and from and immediately after the Decease of the said *Margaretta Amelia Dillon*, to the Use of the First and every other Son of the Body of the said *Margaretta Amelia Dillon* lawfully begotten, severally and successively according to their several and respective Seniorities in Tail Male; and for default of such Issue, to the Use of *Hester Urania Maria Dillon*, the Second Daughter of the said *Henry Luke Dillon* the elder, and her Assigns, for her Life; and from and immediately after the Determination of that Estate by Forfeiture or otherwise in the Lifetime of the said *Hester Urania Maria Dillon*, to the Use of the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and their Heirs, during the Life of the said *Hester Urania Maria Dillon*, upon trust to support the contingent Uses and Estates therein-after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion might require; and from and immediately after the Decease of the said *Hester Urania Maria Dillon*, to the Use of the First and every other Son of the Body of the said *Hester Urania Maria Dillon* lawfully begotten, severally and successively according to their several and respective Seniorities in Tail Male; and in default of such Issue, to the Use of all and every other the Daughter and Daughters of the Body of the said *Henry Luke Dillon* the elder lawfully begotten, severally and successively according to their several and respective Seniorities in Tail Male; and for Default of such Issue, to the Use of the First and every other Son of the Body of the said *William Trenchard Dillon* lawfully begotten, severally and successively according to their several and respective

respective Seniorities in Tail; and for Default of such Issue, to the Use of the First and every other Son of the Body of the said *Henry Luke Dillon* the younger lawfully begotten, severally and successively according to their several and respective Seniorities in Tail; and for Default of such Issue, to the Use of all and every the Son and Sons of the Body of the said *Henry Luke Dillon* the elder lawfully begotten, severally and successively according to their several and respective Seniorities in Tail; and for Default of such Issue, to the Use of all and every the Daughter and Daughters of the said *William Trenchard Dillon* lawfully begotten, equally to be divided between and amongst them, if more than One, Share and Share alike, as Tenants in Common and not as Joint Tenants, and the Heirs of the Body of all and every such Daughter and Daughters lawfully issuing; and in case there should be a Failure of Issue of any One or more of such Daughters, then as well as to the original Share or Shares of, as the Share or Shares surviving or accruing to, such last-mentioned Daughter or Daughters, or their or her Issue, to the Use of all and every other the surviving Daughter or Daughters, equally to be divided between and amongst them, if more than One, Share and Share alike, as Tenants in Common, and not as Joint Tenants, and of the several and respective Heirs of their respective Bodies issuing; and in case all such Daughters but One shall happen to die without Issue, or if there shall be but One such Daughter, then to the Use of such One Daughter and of the Heirs of her Body issuing; and for Default of such Issue, to the Use of all and every the Daughter and Daughters of the Body of the said *Henry Luke Dillon* the younger lawfully begotten, equally to be divided between and amongst them, Share and Share alike, as Tenants in Common and not as Joint Tenants, and the Heirs of the Body of all and every such Daughter and Daughters lawfully issuing; and in case there should be a Failure of Issue of any One or more of such Daughters, then, as well as to the original Share or Shares of, as to the Share or Shares surviving or accruing to, such last-mentioned Daughter or Daughters, or her or their Issue, to the Use of all and every other the surviving Daughter or Daughters, equally to be divided between and amongst them, if more than One, Share and Share alike, as Tenants in Common and not as Joint Tenants, and of the several and respective Heirs of their respective Bodies issuing; and in case all such Daughters but One should happen to die without Issue, or if there should be but One such Daughter, then to the Use of such One Daughter and the Heirs of her Body issuing; and for Default of such Issue, to the Use of all and every the Daughter and Daughters of the Body of the said *Henry Luke Dillon* the elder lawfully begotten, equally divided between and amongst them, if more than One, Share and Share alike, as Tenants in Common and not as Joint Tenants, and the Heirs of the Body and Bodies of all and every such Daughter and Daughters lawfully issuing; and in case there should be Failure of Issue of any One or more of such Daughters, then, as well as to the original Share or Shares of, as the Share or Shares surviving or accruing to, such last-mentioned Daughter or Daughters, or her or their Issue, to the Use of all and every other the surviving Daughter or Daughters, equally to be divided between

between and amongst them, if more than One, Share and Share alike, as Tenants in Common and not as Joint Tenants, and of the several and respective Heirs of their respective Bodies issuing; and in case all such Daughters but One should happen to die without Issue, or if there should be but One such Daughter, then to the Use of such One Daughter, and of the Heirs of her Body issuing; and for Default of such Issue, to the Use of his the said Testator's right Heirs in the Male (that is to say) the *Trenchard* Line for ever; provided always, and the said Testator declared his Will and Mind to be, that all and every Person and Persons who should, under the Limitations of that his said Will, be entitled to the actual Possession, or to the Receipt of the Rents and Profits, of his said Mansion House at *Lytchet Matravers*, wherein he then resided, with the Outhouses, Gardens, and Appurtenances thereunto belonging, should live and reside in the said Messuage or Mansion House, and from Time to Time repair and keep the same, with the Outhouses, Gardens, Pleasure Grounds, Plantations, and Appurtenances thereto belonging, in good and sufficient Repair, State, and Condition; provided also, and the said Testator thereby declared his Will and Mind to be, that if any Person or Persons beneficially entitled to the Possession, or to the Receipt of the Rents and Profits, of the said Manors, Messuages, Lands, and other Hereditaments, or any Share or Shares thereof, under his said Will, should be under the Age of Twenty-one Years, discovert and unmarried, then and in such Case, and as often as the same should happen, they the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and the Survivor of them, and the Executors and Administrators of such Survivor, might and should, subject however and without Prejudice to the several Powers in and by his said Will reserved and contained, and to the Uses or Estates to be created thereby during such Minority and Discoverture, or Minorities and Discovertures, enter into and hold possession of, and receive and take the Rents, Issues, and Profits of the said Manors, Messuages, Lands, and other Hereditaments, or Shares or Share thereof, and by and out of the same pay and apply any annual Sum or Sums of Money, according to the Age or respective Ages of such Minor or Minors respectively, not exceeding for any One such Minor the clear yearly Sum of Three hundred Pounds, for or towards the Maintenance and Education of such Minor or Minors respectively, and should lay out and invest the Surplus of the same Rents, Issues, and Profits in the Name or Names of such Trustees or Trustee in the Purchase of a competent Share or Shares of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Securities, to be from Time to Time altered and varied as Occasion should require, and should receive the Interest, Dividends, and annual Produce of the said Stocks, Funds, or Securities, and lay out and invest the same in or upon other Stocks, Funds, or Securities of a like Nature, to be also altered and varied as aforesaid, so that the same Rents, Issues, and Profits, Stocks, Funds, and Securities, Interest, Dividends, and annual Produce, and the resulting Income and Produce thereof, might during such Minority and Discoverture accumulate in the way of Compound Interest; and the said Testator further declared his Will and Mind to be, that the said

said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should stand and be possessed of and interested in the said Rents, Issues, and Profits, Stocks, Funds, and Securities, Interest, Dividends, and annual Produce, and the Accumulations thereof respectively, upon trust, at the End of such Minority or Discoverture, Minorities or Discovertures respectively, or sooner if they should think proper, to call in and convert the same respectively into Money, and to lay out and invest the same or any Part thereof in the Purchase of or upon Freehold Estates of Inheritance, to be situate somewhere in that Part of *Great Britain* called *England*, or in the Principality of *Wales*, or of Copyhold or Leasehold Lands, convenient to be held therewith, or with the said Manors, Messuages, Lands, and other Hereditaments by his Will devised, and should settle and assure the Lands and Hereditaments so to be purchased as lastly therein-before is mentioned in such Manner as therein-after is expressed with respect to the Lands to be purchased with the Money to be produced by any Sale or Sales which should be made, in exercise of the Powers therein-after for that Purpose contained, of any of the Manors, Messuages, Lands, and Hereditaments by his said Will devised; and the said Testator also declared that the Rents, Issues, and annual Produce of the Lands to be purchased with the Accumulations aforesaid should, during such Minority and Discoverture, or respective Minorities and Discovertures as aforesaid, be accumulated in like Manner in the way of Compound Interest, and be applied upon and for such Trusts, Intents, and Purposes as therein-before were mentioned with respect to the Fund firstly therein-before directed to be accumulated; provided also, and the said Testator declared his Will and Mind to be, that all and every the Person and Persons whom any Female or Females becoming entitled to any Estate of Freehold and Inheritance, or of Freehold only, of and in the said Manors, Messuages, Lands, and other Hereditaments, or any Share or Shares thereof, by virtue of his said Will, should marry, should, if she or they respectively should, at the Time of her or their Marriage or respective Marriages, be entitled to the Possession of or to the Receipt of the Rents, Issues, and Profits of the said Manors or other Hereditaments, then within the Space of One Year next after the Solemnization of such Marriage or Marriages respectively, and if she or they respectively should not be so entitled at such her or their Marriage or respective Marriages, but should afterwards, during her or their Marriage or respective Marriages, become so entitled as aforesaid, then within the Space of One Year next after she or they should respectively become so entitled as aforesaid, and that every Person who by virtue of his said Will should for the Time being be Tenant for Life or Tenant in Tail in possession of the said Manors, Lands, and other Hereditaments, or any Share or Shares thereof, and should not then be called by the Name or use the Arms of *Trenchard*, should, within One Year after they respectively should become entitled to the Possession or to the Rents and Profits thereof, take upon himself, herself, and themselves respectively, and use in all Deeds, Letters, and Writings, and upon all other Occasions, the Surname of *Trenchard* only after his, her, or their own Family Surname, and also quarter the Arms of

Trenchard

Trenchard with his, her, or their own Family Arms, and also should, within the said One Year next after he, she, or they respectively should so marry or become entitled as aforesaid, apply for and endeavour to obtain an Act of Parliament or proper Licence from the Crown, or take such other Means as might be requisite and proper to enable and authorize him, her, or them respectively to take and bear the said Surname and Arms of *Trenchard;* and in case any such Person or Persons respectively should refuse or neglect to take such Surname and Arms, and to take such Means as might be requisite to enable and authorize him, her, or them so to do, within One Year as aforesaid, or should, after taking the same, discontinue to use the same, then, from and immediately after the Expiration of the said One Year, or his, her, or their discontinuing to use the same, as the Case might be, the Limitation or Limitations of the said Manors, Messuages, Lands, and other Hereditaments, or Share or Shares thereof, therein-before contained, to her or them whose Husband or Husbands should so refuse or neglect or discontinue, or to him, her, or them so refusing, neglecting, or discontinuing, should cease and determine and be utterly void, and the said Manors, Lands, and other Hereditaments, or Share or Shares thereof, should thereupon go to the Person next in remainder under the Limitations and Provisoes therein-before contained, in the same Manner as if the Persons or Person whose Estate should so cease, determine, and become void, or being Tenant or Tenants for Life was or were dead, or being Tenant or Tenants in Tail was or were dead without leaving any Issue inheritable under such Entail (without Prejudice nevertheless to any Jointure or Jointures, or the Remedies and other Securities for the same respectively, or to any Lease or Leases, which before such Cesser or Determination should have been limited, appointed, or granted of or charged upon the said Manors, Lands, and other Hereditaments, or any of them, by virtue of any of the Powers in his said Will contained); and the said Testator declared his Will and Mind to be, that the Cesser or Determination of the Estate of any Tenant for Life by virtue of the Proviso lastly therein-before contained should not operate to exclude or prevent any of the contingent Remainders therein-before limited to his or their Son or Sons, or Daughter or Daughters, or any other Person or Persons, but that the Remainder limited to the said *Edmund Morton Pleydell* and *Edward Berkeley Portman* and their Heirs, during the Life of such Tenant for Life, should, after such Cesser or Determination, take effect and continue for preserving such contingent Remainders, and giving them Effect as they might arise; and that immediately after such Cesser and Determination, and during the Suspense and Contingency of such then expectant Remainders, the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and their Heirs, should receive and pay and apply the Rents and Profits of the said Manors, Lands, and other Hereditaments, or Share or Shares thereof, which would belong to such Tenant for Life if such Cesser or Determination had not taken effect, unto the Person or Persons, for the Intents and Purposes and in the Manner to and for and in which the same Rents and Profits would be or would have been payable and applicable respectively by virtue of his said Will in case such Tenant for Life were actually dead, so that immediately

diately after such Cesser and Determination the Issue of such Tenant for Life entitled for the Time being by virtue of his said Will to the said Manors, Lands, and other Hereditaments, or Share or Shares thereof, in remainder immediately expectant on the Decease of such Tenant for Life, might be entitled to the said Rents and Profits for his and their own proper Use and Benefit respectively during the Life of the Parent as if such Parent were dead; and that in case no such Issue be in existence during the Vacancy or Contingency of such Issue, the Person next entitled for the Time being under his said Will for a vested Remainder in the said Manors and other Hereditaments, Share or Shares thereof, expectant on the Decease of such Tenant for Life, and Failure of such Issue of his or her Body, should be entitled to the said Rents and Profits for his, her, and their proper Use and Benefit respectively, but without any Exclusion of or Prejudice to the Right of any such Issue afterwards coming into existence, but only until the Time of the Birth of such Issue respectively; provided also, and the said Testator further declared his Will and Mind to be, that it should and might be lawful to and for the said *William Trenchard Dillon*, or any other of the Male Person or Persons who should or might from Time to Time become entitled to the actual Possession, or to the Rents, Issues, and Profits, of the said Manors, Messuages, Lands, Tenements, and Hereditaments under or by virtue of his said Will, and who should have attained his or her full Age of Twenty-one Years, but not sooner or otherwise, by any Deed or Deeds, or Writing, with or without Power of Revocation, to be by him or them sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, or by their respective last Wills and Testaments in Writing, or any Codicil or Codicils thereto, to be by them respectively signed and published by Three or more credible Witnesses, to grant, limit, or appoint any Part or Parts of the said Manors, Messuages, Lands, Tenements, and Hereditaments, other than and except his said Capital Messuage or Mansion House in which he the said Testator then resided, and the Lands and Appurtenances therewith usually held and enjoyed, or of the Rents and Profits thereof, unto or to the Use of or in trust for any Woman or Women whom he or they should respectively marry, for the Life or Lives only of such Woman or Women, and to take effect immediately on the Decease of the Person or Persons making the same, any annual Sum or Sums of Money for her or their Jointure, and in bar of all Dower or Thirds, not exceeding for any such Jointure the yearly Sum of Sixty Pounds *per Annum* for every One thousand Pounds of the Fortune or Value in Lands which the said *William Trenchard Dillon* or other the Person or Persons so entitled as aforesaid should receive with any such Woman or Women, or which should be settled by her or them, or by some other Person or Persons on her or their Behalf, on the said *William Trenchard Dillon* or such other Person or Persons as aforesaid, and herself, and themselves and their Issue, and so nevertheless that no such Grant, Limitation, or Appointment of any Part of the said Manors, Messuages, Lands, Tenements, and Hereditaments should be or be expressed to be made without Impeachment of Waste; provided also, and the said Testator declared his Will and Mind to be, that it should and might be lawful to and for all and

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every the Person or Persons who for the Time being should, under or by virtue of his said Will, be in the actual Possession of or entitled to the Receipt of the Rents, Issues, and Profits of the said Manors, Messuages, Lands, Tenements, and other Hereditaments, and also to and for the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, or the Survivor of them, or the Executors or Administrators of such Survivor, from Time to Time and at all Times during the respective Minorities of such Person or Persons who for the Time being should under or by virtue of said Will be entitled to the Receipt of the Rents, Issues, and Profits of the said Manors, Messuages, Lands, Tenements, and other Hereditaments, by any Deed or Instrument, or Deeds or Instruments, in Writing, to be sealed and delivered by them respectively in the Presence of and to be attested by Two or more credible Witnesses, and either referring or not referring to this present Power, to limit or appoint by way of Demise or Lease, either in possession or reversion, unto any Person or Persons, for any Number of Lives not exceeding Three, or for any Term or Number of Years determinable on One, Two, or Three Lives, all such Part or Parts of the said Manors, Messuages, Lands, Tenements, and Hereditaments as at the Time of his the said Testator's Decease should be leased or granted for Lives or for Years determinable on Lives, so that in every such Limitation or Appointment by way of Demise or Lease the ancient and accustomed yearly Rents, Heriots, Suits, and Services, or such as were then or ought to be paid or performed for such of the said Premises so leased or granted, or as great and beneficial Rents, Heriots, and Services, be reserved to be paid and performed during the Continuance of the Use thereby created, and to be incident to the immediate Reversion of the Hereditaments so to be limited or appointed by way of Demise or Lease as aforesaid, and so that in every such Limitation or Appointment by way of Demise or Lease as aforesaid there be respectively contained a Clause in the Nature of a Condition for Re-entry for the Nonpayment or Non-performance of the Rents, Heriots, Suits, and Services thereby respectively reserved, and so that the Person or Persons named therein as Lessees do execute a Counterpart or Counterparts thereof respectively, and do thereby covenant for the due Payment and Performance of the Rents, Heriots, Suits, and Services to be thereby respectively reserved, and be not by any Clause or Words therein respectively to be contained made dispunishable for Waste, or exempt from Punishment for committing Waste; and also that it should and might be lawful to and for all and every the Person or Persons respectively to be entitled as aforesaid, and also to and for the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and the Survivor of them, and the Executors and Administrators of such Survivor, during such respective Minorities as aforesaid, to limit or appoint by way of Demise or Lease, unto any Person or Persons, for any Term or Number of Years not exceeding Fourteen Years, to take effect in possession, and not in remainder or by way of future Interest, all or any Part of the said Manors, Messuages, Lands, Tenements, Hereditaments, and Premises, (except the Mansion House at *Lytchet Matravers* aforesaid, in which he the said Testator then resided, and the Demesnes and other Lands, Buildings, Gardens,

dens, and Appurtenances therewith usually held,) so as in every such Limitation or Appointment by way of Demise or Lease there be reserved, payable during the Continuance of the Term thereby granted, the best or most improved yearly Rents, to be incident to the immediate Reversion of the said Hereditaments so to be limited or appointed by way of Demise or Lease, that could or might be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the making thereof, and so that there be therein respectively contained a Clause in the Nature of a Condition for Re-entry for the Nonpayment of Rent or Rents to be thereby respectively reserved, and so that the Person or Persons named therein as Lessees or Lessee do execute a Counterpart or Counterparts thereof respectively, and do thereby covenant for the due Payment of the Rent or Rents thereby respectively to be reserved, and be not, by any Clause or Words therein respectively to be contained, made dispunishable for Waste, or exempted from Punishment for committing Waste, anything herein-before contained to the contrary thereof in anywise notwithstanding; provided also, and the said Testator declared his Will and Mind to be, that it should and might be lawful to and for the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and the Survivor of them, and the Executors, Administrators, or Assigns of such Survivor, with the Consent of the Person or Persons who for the Time being should be entitled to the actual Possession, or to the Receipt of the Rents and Profits, of the said Manors, Messuages, Lands, Tenements, and Hereditaments, at the Discretion of the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, during the Minority of any such Person or Persons who for the Time being should, under and by virtue of the Limitations therein-before contained, be entitled to the actual Possession, or to the Receipt of the Rents, Issues, and Profits, of the said Messuages, Lands, and other Hereditaments, to enter into and upon the same Manors, Messuages, Lands, Tenements, and Hereditaments therein-before devised, whereupon any Timber Trees were standing and growing, and to fell and cut down, or cause to be felled and cut down, all and every such Timber Trees, Pollards, and other Trees as should be at their full Growth and Height of Improvement, or in a State of Decay, or which ought to be cut down for the Improvement of other Timber, and to sell and dispose of the same for such Price or Prices as could be reasonably had or gotten for the same, and that the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and the Survivor of them, and the Executors and Administrators of such Survivor, should lay out and invest the Money to arise from such Sale or Sales in such Manner as therein-after is expressed with respect to the Money to be produced by any Sale or Sales which should be made, in exercise of the Powers therein-after for that Purpose contained, of any of the Manors, Messuages, Lands, Tenements, and Hereditaments therein-before devised, and also that they the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and the Survivor of them, and the Executors and Administrators of such Survivor, should, with such Consent or at such Discretion

cretion as aforesaid, as the Case might be, and so often as Occasion might require, mark and allot, or cause to be marked and allotted, such Timber and Timber Trees to be felled from off the Premises as should from Time to Time be wanted for the new building, repairing, or amending all or any of the Mansion House, Messuages, Farmhouses, Outhouses, Edifices, or Buildings then standing or being, or thereafter to be erected and to be standing, upon all or any of the Premises thereby devised, in order that the same might be accordingly felled, cut down, and used for the Reparation, Amendment, or new building of such Mansion House, Messuages, Farmhouses, Outhouses, Edifices, or Buildings, so that the same might be kept from Time to Time in good and tenantable Repair; provided also, and the said Testator declared his Will and Mind to be, that the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and the Survivor of them, and the Executors or Administrators of such Survivor, either with or without the Consent of the Person or Persons who for the Time being should, under or by virtue of his said Will, be entitled to the actual Possession, or to the Receipt of the Rents and Profits, of the said Manors, Messuages, Lands, Tenements, and Hereditaments, should and might, yearly and every Year during the Continuance of the Trusts thereby created, plant or cause to be planted, on some proper and convenient Part or Parts of the Manors, Lands, and Premises thereby devised, at least Fifty Oak, Ash, or Elm Trees, and endeavour to preserve the same and the future Growth thereof; provided also, and the said Testator further declared his Will and Mind to be, that it should and might be lawful to and for the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and the Survivor of them, and the Executors or Administrators of such Survivor, at any Time or Times thereafter, at the Request and by the Direction of the Person or Persons for the Time being entitled to the actual Possession, or to the Receipt of the Rents, Issues, and Profits, of the said Manors, Messuages, Lands, Tenements, and Hereditaments under or by virtue of his said Will, by some Writing, to be sealed and delivered by them, him, or her in the Presence of and to be attested by Two or more credible Witnesses, to dispose of and convey, either by way of absolute Sale, or in exchange for or in lieu of other Manors, Lands, and Hereditaments to be situate somewhere in that Part of the United Kingdom of *Great Britain* and *Ireland* called *England*, or in the Principality of *Wales*, all or any Part or Parts of the said Manors, Messuages, Lands, Tenements, and Hereditaments, (save and except the said Mansion at *Lytchet Matravers* aforesaid, and the Demesne and other Lands, Buildings, Gardens, and Appurtenances therewith usually held,) and the Inheritance thereof in Fee Simple, to any Person or Persons whomsoever, for such Price or Prices in Money, or for such Equivalent or Recompence in Manors, Lands, and Hereditaments, as to them the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, or the Survivor of them, or the Executors or Administrators of such Survivor, should seem reasonable, and for the Purpose of effectuating any such Dispositions and Conveyances it should and might be lawful to and for the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and the Survivor of them, and the Executors or Administrators of such Survivor, at such Request and by such Direction as aforesaid, by any Deed or Deeds, Instrument or Instruments,

ments, in Writing, to be by them or him sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, absolutely to revoke, determine, and make void all and every or any of the Uses, Trusts, Powers, and Provisoes therein-before limited and declared of and concerning the said Manors, Messuages, Lands, and other Hereditaments, or any Part or Parts thereof, and by the same or any other Deed or Deeds, Instrument or Instruments, in Writing, to declare, limit, direct, or appoint any Use or Uses, Estate or Estates, Trust or Trusts of the said Manors, Messuages, Lands, Tenements, and other Hereditaments, or of any Part or Parts thereof, which it should be thought necessary or expedient to limit, declare, direct, or appoint in order to effectuate any such Sales or Dispositions or Conveyances as aforesaid, and also that upon any such Exchange as aforesaid it should and might be lawful to and for the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and the Survivor of them, and the Executors or Administrators of such Survivor, to give or receive any Sum or Sums of Money by way of Equality of Exchange, and also that upon Payment of the Money arising from the Sale of the said Manors and other Hereditaments, or of any Part or Parts thereof, or of any Money to be received by way of Equality of Exchange as aforesaid, it should and might be lawful to and for the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and the Survivor of them, and the Executors or Administrators, or Assigns of such Survivor, should with all convenient Speed lay out and invest the Money to be received by them or him upon such Sale or Sales, or for Equality of Exchange as aforesaid, in the Purchase of other Manors, Lands, or Hereditaments in Fee Simple in possession, to be situate somewhere in that Part of the United Kingdom of *Great Britain* and *Ireland* called *England*, or in the Principality of *Wales*, of a clear and indefeasible Estate of Inheritance, or of Copyhold or Leasehold Lands or Tenements, to be held therewith, or with the Manors, Messuages, Lands, Tenements, and other Hereditaments therein-before devised as aforesaid, yet so that every such Purchase be made with the Consent in Writing of the Person or Persons for the Time being entitled to the actual Possession, or to the Receipt of the Rents, Issues, and Profits, of the said Manors, Messuages, Lands, Tenements, and Hereditaments under or by virtue of his said Will, in case such Person or Persons should be of full Age, but if such Person or Persons should be under Age, then at the Discretion and of the proper Authority of the said *Edmund Morton*

Morton Pleydell and *Edward Berkeley Portman*, or of the Survivor of them, or of the Executors or Administrators of such Survivor, and that they the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, should settle and assure, or cause to be settled and assured, as well the Manors, Lands, and Hereditaments so to be purchased as the Manors, Lands, and Hereditaments to be vested in the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, upon any such Exchange as therein-before was mentioned, to such and the same Uses, upon such and the same Trusts, and to and for such and the same Intents and Purposes, and with, under, and subject to such and the same Powers, Provisoes, Conditions, Agreements, and Declarations, as were therein-before limited, expressed, declared, and contained of or concerning the Manors, Messuages, Lands, and other Hereditaments therein-before devised as aforesaid, or as near thereto as the Deaths of the Parties and other intervening Accidents would admit of, and further, that until the Money to arise from such Sale or Sales, or to be received for Equality of Exchange as aforesaid, should be disposed of in the Manner therein-before mentioned, it should and might be lawful to and for the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, by and with such Consent and Approbation as lastly is therein-before mentioned or required, or, in case of Minority, at the Discretion of such Trustee or Trustees for the Time being, as the Case might require, to place out such Sum or Sums of Money at Interest, either in the Parliamentary Stocks or Public Funds of *Great Britain*, or upon Government or Real Securities in *England* or *Wales*, in the Name or Names of such Trustees or Trustee for the Time being, and to alter, vary, transfer, and dispose of the said Stocks, Funds, and Securities as Occasion might require; and the said Testator declared that it was his Will that the Interest, Dividends, and annual Produce arising from such Stocks, Funds, and Securities should go and be paid to such Person or Persons, and be applied to and for such Uses, Intents, and Purposes, and in such Manner, as the Rents, Issues, and Profits of the said Manors, Messuages, Lands, and other Hereditaments to be purchased therewith would go or be payable or applicable in case such Purchase or Purchases and Settlement as aforesaid were then actually made; provided always, and the said Testator further declared his Will and Mind to be, that if any Lands or Tenements to be purchased under that Power, or under any other of the Powers or Authorities therein-before by him given, should be held for any Term or Terms of Years, the same should not, for the Effect and Purpose of Transmission, vest absolutely in the Child or Children of any Person thereby made Tenant for Life unless or until such Child or Children should attain the Age of Twenty-one Years, or depart this Life under that Age leaving Issue of his or their Body or respective Bodies living at his Decease or born in due Time after, and proper Provisions should be inserted in such Settlement or Settlements accordingly; and after giving and bequeathing all the Estates vested in him at the Time of his Decease upon any Trusts or by way of Mortgage unto the said *Edmund Morton Pleydell* and *Edward Berkeley*

Berkeley Portman, their Heirs, Executors, Administrators, and Assigns, to be held by them upon the Trusts and subject to the Equity of Redemption which should be subsisting at the Time of his Decease, the said Testator nominated and appointed the said *Edmund Morton Pleydell* and *Edward Berkeley Portman* joint Executors of his said last Will and Testament; and the said Testator declared it to be his Will and Mind, that if the said Trustees thereby appointed or to be appointed as therein-after mentioned should depart this Life, or decline or become incapable to act in the Trusts thereby reposed in them respectively, then and so often as it should so happen it should and might be lawful for the surviving or continuing Trustee or Trustees for the Time being, or the Executors or Administrators of the last surviving or continuing Trustee or Trustees, by Writing under their, his, or her Hands or Hand, to appoint One or more Person or Persons to be a Trustee or Trustees in the Room of the Trustee or Trustees so dying, or refusing or becoming incapable to act therein as aforesaid, and thereupon the said Trust Estates, Monies, and Premises should be vested in the new Trustee or Trustees jointly or solely, as Occasion should require; and every such new Trustee or Trustees should have the same Powers and Authorities and Discretion, to all Intents and Purposes whatsoever, as if he or they had been originally nominated a Trustee or Trustees in his said Will: And whereas the said *William Trenchard* made and signed Two Codicils to his said Will, and thereby gave certain pecuniary Legacies: And whereas the said *William Trenchard* made and signed a Third Codicil to his Will, bearing Date the Eighth Day of *June* One thousand eight hundred and twenty-four, and thereby gave unto his Sister the said *Elizabeth Trenchard* all his Furniture of every Description in his Mansion at *Lytchet Matravers* aforesaid, and also all his Paintings and Pictures, and Linen, China, Books, Silver Spoons, all the Wines in his Cellars of his said Mansion, to her, for her sole and separate Use for ever, to take away within Six Months after his Decease to whatever Place she might appoint without Molestation or Hindrance; and he also gave unto his Sister the said *Elizabeth Trenchard* all such Timber on any Part or every Part of his Estates at *Lytchet Matravers* aforesaid, but with this Restriction, only such Timber as was ripe and fit for Use, without Impeachment of Waste, to be cut during the natural Life of the said *Elizabeth Trenchard*: And whereas the said Testator made a Fourth and a Fifth Codicil to his said Will, confirming the said Third Codicil herein-before recited: And whereas the said Testator made, signed, and published a Sixth Codicil to his said Will, bearing Date the Twentieth Day of *March* One thousand eight hundred and twenty-six, and thereby gave and bequeathed unto his Sister the said *Elizabeth Trenchard* all and singular his Household Goods, Furniture, and Plate (save only and except his Service of Plate), and his Watches, Clocks, Jewels, Linen, China, Books, Paintings, Prints, Implements and Utensils of Gardening, Coals, Wines, Liquors, and Provisions of every kind, which at the Time of his Decease should be in or upon or reputed to belong to his House at *Lytchet Matravers*, or in or upon any other House to which he might remove from his said House at *Lytchet Matravers*, and wherein he should at the Time of his Death reside, and also all ready Money in Specie, Bank Notes,

Two Codicils to Will.

Third Codicil to Will, dated 8th June 1824.

Fourth and Fifth Codicils.

Sixth Codicil, dated 20th March 1826.

Notes, Cheques, Drafts, and Bills payable to Bearer on Demand, not being Government Securities, which should be then therein, and also all his Horses, Carts, and Carriages, with the Harness and other Articles thereunto belonging, and all his Poultry and domestic Fowls, Sheep, Cows, and Pigs, Hayricks, and Farming Stocks, and Husbandry Utensils, and Guns, to hold the same unto his said Sister the said *Elizabeth Trenchard*, her Executors, Administrators, and Assigns, for her and their own absolute Use and Benefit; and he thereby authorized and empowered his said Sister the said *Elizabeth Trenchard*, when and as, under and by virtue of the Limitations in his said Will contained, she should become entitled to the actual Possession of his said Mansion at *Lytchet Matravers*, to demise or lease the same, together with the Royalty of Sporting over his Manor at *Lytchet Matravers* aforesaid, and either together or separately, for any Term or Number of Years determinable on the Life of the said *Elizabeth Trenchard*, or for any Term or Number of Years not exceeding Seven Years, such Royalty and Mansion to be respectively demised on the best Terms that could be reasonably obtained for the same, without taking any Fine or Premium, and he also authorized and empowered the said *Elizabeth Trenchard*, when and as, under and by virtue of the Limitations of his said Will contained, she should become entitled to the actual Possession of the Estates devised by his said Will, to fell any ripe or Stagheaded Timber in the annual Cuttings of Underwood, as the same should become of full Age and fit to be cut, but not otherwise; and he gave to the *Salisbury* Infirmary the Sum of Two hundred Pounds, to be paid within Six Months next after his Decease; and the said Testator made and signed a Seventh Codicil to his said Will, whereby he bequeathed to the said *Elizabeth Trenchard* a Legacy or Sum of Five thousand Pounds: And whereas the said Testator made and signed an Eighth Codicil to his said Will, bearing Date the Twelfth Day of *December* One thousand eight hundred and twenty-six, and thereby he directed that the said *Elizabeth Trenchard*, notwithstanding whatever other Directions and Limitations might be conveyed or expressed in his said Will relative to Repairs and Dilapidations on his Manor House at *Lytchet Matravers*, Farmhouses, Outhouses, and all other Buildings thereon, or situate on his other Estates, might be wholly acquitted and released, together with her Executors, Administrators, and Assigns, from all and every future Claim which could or might thereafter be made against her or them on such Account, and that she the said *Elizabeth Trenchard*, in case of her surviving him the said Testator, and during her natural Life, should enjoy the whole and sole Profits of such Estates, wholly and solely, without Impeachment of Waste: And whereas the said Testator *William Trenchard* signed and published Three other Codicils to his said Will, and thereby gave certain pecuniary Legacies, but did not otherwise alter his said Will, or the several Codicils antecedent thereto: And whereas the said *William Trenchard* departed this Life on the Thirty-first Day of *October* One thousand eight hundred and twenty-nine, without having further or otherwise than as aforesaid revoked his said Will, and without having altered or revoked the said Codicils thereto; and on the Seventh Day of *January* One thousand eight hundred and thirty the said Will and Codicils were proved, by the Executors in the said Will named, in the Prerogative Court of the Archbishop of *Canterbury*:

Seventh Codicil.

Eighth Codicil to Will, dated 12th December 1826.

Three further Codicils to the Will.

And whereas the said Testator left him surviving his Sister *Elizabeth Trenchard* otherwise *Elizabeth Sargent*, and the said *William Trenchard Dillon*, and the said *Henry Luke Smith Dillon* (in the said Will called *Henry Luke Dillon* the younger), *Thomas Dennis Dillon*, Son of the said *Henry Luke Dillon* the elder, the said *Margaretta Amelia Dillon*, the said *Hester Urania Maria Dillon*, and *Sarah Augusta Dillon*, Daughter of the said *Henry Luke Dillon* the elder, and *Edward Pickard* of *Bloxworth* in the County of *Dorset*, Esquire, his Heir at Law, who have all attained the Age of Twenty-one Years: And whereas the said *Edmund Morton Pleydell* departed this Life some Years since, leaving the said *Edward Berkeley Portman*, his Co-trustee, him surviving: And whereas by an Indenture of Release bearing Date the Eleventh Day of *March* One thousand eight hundred and thirty-six, and founded on an Indenture of Lease bearing Date the Day before, and which Indenture of Release was made between the said *Edward Berkeley Portman* of the one Part, and the Most Noble *Ulick John De Burgh* Marquess of *Clanricarde*, and the Right Honourable *Robert Dillon* Baron *Clonbrock*, of the other Part, after reciting that the said *Ulick John* Marquess of *Clanricarde* had, at the Request of the said *Edward Berkeley Portman*, consented to become a Trustee of the said Will of the said *William Trenchard* in the Room or Stead of the said *Edmund Morton Pleydell*, and that the said *Edward Berkeley Portman*, being then himself desirous of being discharged from acting any further in the Trusts of the said Will, had also requested the said *Ulick John* Marquess of *Clanricarde* to nominate some Person to be a Trustee with him of the said Will, and that the said *Ulick John* Marquess of *Clanricarde* had applied to and requested the said *Robert* Baron *Clonbrock* to be a Trustee in the Place and Stead of the said *Edward Berkeley Portman*, for the Purpose of carrying into execution jointly with him the said *Ulick John* Marquess of *Clanricarde* the Trusts reposed in the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and the Survivor of them, created or subsisting under the said Will, and that the said *Robert* Baron *Clonbrock* had consented to accept such Trusts, it was witnessed, that, pursuant to and in exercise and execution of the Power and Authority for that Purpose given or limited to him the said *Edward Berkeley Portman* as such surviving Trustee as aforesaid by the said Will of the said *William Trenchard*, and of all other Powers and Authorities in anywise enabling him in that Behalf, he the said *Edward Berkeley Portman*, on the Acceptance of the said *Ulick John* Marquess of *Clanricarde* and *Robert* Baron *Clonbrock*, did, by the now reciting Deed or Writing under his Hand, appoint the said *Ulick John* Marquess of *Clanricarde* and *Robert* Baron *Clonbrock* to be Trustees in the Places or Steads of the said *Edmund Morton Pleydell* deceased and the said *Edward Berkeley Portman*, for the Purpose of carrying into execution, together or solely, or with any future Trustee, as Occasion might require, the Trusts by the said Will of the said *William Trenchard* reposed in the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, then subsisting or capable of taking effect; and it was further witnessed, that by force and virtue and in exercise and in execution of the Power and Authority for that Purpose by the said Will of the said Testator given or limited to or vested in him the said *Edward Berkeley Portman*, and of all other Powers and Authorities

Indenture of Appointment of new Trustees, dated 11th March 1826.

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rities enabling him in that Behalf, he the said *Edward Berkeley Portman* did, by the now reciting Deed, grant, bargain, sell, release, and confirm unto the said *Ulick John* Marquess of *Clanricarde* and *Robert* Baron *Clonbrock*, and their Heirs, all and every the Freehold Manors, Messuages, Farms, Lands, Tenements, and Hereditaments, and all other the Real Estate whatsoever of the said Testator comprised in and devised by the said Will of the said Testator, to the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and their Heirs, to hold the same, with their Appurtenances, unto the said *Ulick John* Marquess of *Clanricarde* and *Robert* Baron *Clonbrock*, and their Heirs, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations, upon, for, with, under, and subject to which the said Manors and other Hereditaments would then, under and by virtue of the said Will of the said Testator, stand and be limited if the now reciting Indenture had not been made or executed, and if the Names of the said *Ulick John* Marquess of *Clanricarde* and *Robert* Baron *Clonbrock* had in the same Will of the said Testator been inserted instead of the Names of the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and the Estates, Trusts, Powers, and Authorities thereby given or limited to the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, their Executors, Administrators, and Assigns, or to them the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and the Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, had been thereby given or limited to the said *Ulick John* Marquess of *Clanricarde* and *Robert* Baron *Clonbrock*, their Heirs, Executors, Administrators, and Assigns, or to the said *Ulick John* Marquess of *Clanricarde* and *Robert* Baron *Clonbrock*, and the Survivor of them, and the Heirs, Executors, and Administrators of such Survivor; and it was further witnessed, that for the Consideration aforesaid, and by force and virtue of and in further Exercise and Execution of the Powers and Authorities aforesaid, he the said *Edward Berkeley Portman* did, for himself, his Heirs, Executors, Administrators, and Assigns, covenant to surrender all and every the Copyhold Messuages, Farms, Lands, Tenements, and Hereditaments comprised in and devised by the said Will of the said Testator to the said *Edmund Morton Pleydell* and *Edward Berkeley Portman*, and their Heirs, to the Use of the said *Ulick John* Marquess of *Clanricarde* and *Robert* Baron *Clonbrock*, their Heirs and Assigns, according to the Custom of the said Manors respectively, by the Rents and Services due and accustomed, but upon and for the same Trusts as in the said Will were expressed and declared of and concerning the Freehold Manors, Messuages, Farms, Lands, Tenements, and Hereditaments; and it was further witnessed, that for the Considerations aforesaid, and by force and virtue and in further Exercise and Execution of the Powers and Authorities aforesaid, he the said *Edward Berkeley Portman* did by the now reciting Indenture bargain, sell, assign, transfer, and set over unto the said *Ulick John* Marquess of *Clanricarde* and *Robert* Baron *Clonbrock*, their Executors, Administrators, and Assigns, all and singular the Leasehold Hereditaments and Personal Estate and Premises, with their Appurtenances, comprised in and devised or bequeathed by the said Will of the said Testator to the said *Edmund Morton Pleydell* and *Edward*

Edward Berkeley Portman, their Executors, Administrators, and Assigns, as were before mentioned, together with all the Rights, Members, and Appurtenances to the same Leasehold Hereditaments belonging or in anywise appertaining, and the Dividends and annual Produce of the said Personal Estate and Premises then due or to become due for the same, and the full Benefit and Advantage thereof, and all Powers and Remedies for recovering and enforcing Payment of the same respectively, to hold, receive, and take the said Leasehold Hereditaments and Personal Estate, and all and singular other the Premises therein-before assigned, or expressed or intended so to be, with their Appurtenances, unto the said *Ulick John* Marquess of *Clanricarde* and *Robert* Baron *Clonbrock*, their Executors, Administrators, and Assigns, according to the Nature and Quality of the same respectively, upon the Trusts in the said Will of the said *William Trenchard* expressed and contained of and concerning the same now subsisting or capable of taking effect: And whereas the said Testator *William Trenchard*, during his Lifetime, and subsequently to the Date of his Will, sold a considerable Portion of his Real Estate devised by the said Will, and at the Time of his Death he was seised and possessed of Two Estates only, *videlicet*, the *Lytchet Matravers* Estate and the *Child Okeford* Estate, both in the County of *Dorset*: And whereas since the Decease of the said Testator all his Personal Estate and Effects not specifically bequeathed have been got in and converted into Money, and thereout his Debts, and Funeral and Testamentary Expenses, and Legacies, have been fully paid and satisfied; and a Portion of the Capital of such Personal Estate has been laid out by the Trustees of the said Testator in the Purchase of Freehold Lands and Hereditaments in the County of *Dorset*; and the Sums of Twelve thousand and forty-two Pounds Three Shillings and Four-pence Three Pounds *per Cent.* Consolidated Bank Annuities, and Six hundred and fifty-two Pounds Five Shillings and Seven-pence Three Pounds Five Shillings *per Cent.* Bank Annuities, the Produce of the Residue of the Personal Estate of the said Testator, are now standing in the Names of the said Trustees of the said Testator in the Books of the Governor and Company of the Bank of *England*: And whereas on the Decease of the said Testator the said *Elizabeth Trenchard* otherwise *Elizabeth Sargent* entered into possession of the said Manors, Messuages, Lands, Tenements, and other Hereditaments, and into the Receipt of the Rents and Profits thereof, and of the Interest and annual Income of the Personal Estate of the said Testator: And whereas the said *Elizabeth Trenchard* otherwise *Elizabeth Sargent* departed this Life on the Twentieth Day of *March* One thousand eight hundred and forty: And whereas on the Decease of the said *Elizabeth Trenchard* the said *William Trenchard Dillon* entered into possession of the said Manors, Messuages, Lands, Tenements, and other Hereditaments, and into the Receipt of the Rents and Profits thereof, and of the Interest and annual Income of the Personal Estate of the said Testator, and obtained the Royal Licence to take and use the Name of *Trenchard* in addition to his own Name: And whereas the said *William Trenchard Dillon Trenchard* departed this Life on the Sixteenth Day of *September* One thousand eight hundred and forty-six without ever having married: And whereas on the Decease of the said

said *William Trenchard Dillon Trenchard* the said *Henry Luke Smith Dillon* entered into possession of the said Manors, Messuages, Lands, Tenements, and other Hereditaments, and into the Receipt of the Rents and Profits thereof, and of the Interest and annual Income of the Personal Estate of the said Testator, and obtained the Royal Licence to take and use the Name of *Trenchard* in addition to his own Name: And whereas the said *Henry Luke Smith Dillon Trenchard* has married, and has Issue One Son only, *videlicet*, *Henry Luke Dillon Trenchard*, who is now of the Age of about Three Months, and no other Child: And whereas the said *Margaretta Amelia Dillon* has lately intermarried with and is now the Wife of *Edmund De Witt* of *Southampton*, Esquire, but there is no Issue of the said Marriage: And whereas the said *Thomas Dennis Dillon*, *Hester Urania Maria Dillon*, and *Sarah Augusta Dillon* have never married: And whereas the said *Elizabeth Trenchard* otherwise *Elizabeth Sargent* during her Lifetime permitted the said Mansion House at *Lytchet Matravers*, and the Stabling and Outbuildings belonging thereto, and the Farmhouses and Cottages and other Erections and Buildings, and the Gates and Fences, in and upon the said Estates devised by the Will of the said Testator, to fall into and remain in a very dilapidated and ruinous State, and cut down the ripe Timber in and upon the said Estates, and disposed of the same, and applied no Part thereof in the Repair of the said Premises, and committed various Acts of Waste, for which Acts she was, by virtue of the Directions in the herein-before recited Codicil contained, not liable or punishable: And whereas the said *William Trenchard Dillon Trenchard*, during his Lifetime, and while in possession of the said Lands and Hereditaments, laid out a very considerable Portion of the annual Income thereof in putting the said Premises into repair: And whereas the said *Henry Luke Smith Dillon Trenchard* has no other Income, save and except that which he derives from the Rents and Profits of the said Messuages, Lands, Tenements, and Hereditaments devised, and the Interest and annual Proceeds of the Personal Estate bequeathed, by the Will of the said Testator, and the annual Sum of Seven Pounds Ten Shillings derived from his Grandmother Lady *Augusta Dillon* deceased, and by reason of the very great Size of the said Mansion House, Stabling, and Outbuildings, and the Gardens and Pleasure Grounds belonging thereto, and the great Expense attendant on the keeping and maintaining the same in proper Order and Condition, and the large Amount of Rates and Taxes payable on account thereof, and the small annual Income arising from the Lands, Hereditaments, and Premises devised by the Will of the said Testator, he the said *Henry Luke Smith Dillon Trenchard* is totally unable to keep the said Premises in proper Repair, Order, and Condition: And whereas the said *Henry Luke Smith Dillon Trenchard* has lately employed Two able and competent Surveyors, namely, Mr. *George Evans* of *Wimborne Minster* in the County of *Dorset*, and *Edward Mondey* of *Dorchester* in the same County, to make a Survey and Rental of the said Estates devised by the said Testator, and to report on the State and Condition thereof, and to give Estimates for putting the same into good tenantable Repair, and also for making the said Mansion and Buildings on

Employment of Surveyors.

Their Report, dated 24th March 1849.

on the said Estates suitable to the Size and Rental of the said Estate; and the said Surveyors have lately made a Report, bearing Date the Twenty-fourth Day of *March* One thousand eight hundred and forty-nine, and the following is a Copy of such Report:—

Survey of Property belonging to *Henry Luke Smith Dillon Trenchard* Esquire, in the Parishes of *Lytchet Matravers*, *Sturminster Marshall*, and *Child Okeford*, in the County of *Dorset*, and Report of the State of the Buildings thereon, with Estimates of the Expense of putting the same into tenantable Repair; also, Estimates of the additional Cost of making the Buildings suitable to the Farms, and substituting more substantial and durable Materials for the temporary Materials of which many of the Buildings are constructed; together with a Rental of Property, and a Statement showing the average annual Income of the Life Tenant.

		£ s.	£ s.
PARK FARM. George Bridge, Tenant.	This Farm consists of about 220 Acres of Land; 180 Acres Pasture and 40 Acres of Arable.		
	The Farmhouse is built of Brick, and covered with Tiles.		
	There is One Barn, of Brick, Weather Boarding, and Tiles;		
	A Cowhouse, of Mud, Timber, and Thatch; Stabling for Five Horses, of Mud, Timber, and Thatch;		
	Waggon-house, of Timber, and thatched.		
	All these Buildings, together with the Fences inclosing the Farmyard, and the Gates, are in a very dilapidated State;		
	And the Expense of repairing and restoring the same will amount to	358 0	
	To substitute Brick Walls for Mud, and Tiled Roofs for Thatch, the additional Cost would be -	- -	192 0
DYETT'S FARM. John Crumpler, Tenant.	Consisting of about 50 Acres of Arable Land and 47 of Pasture;		
	A Cottage, of Mud, and thatched;		
	Barn, of Mud and Thatch, with Cowsheds and Stables of the same Materials;		
	All needing Repairs and Restorations, to complete which will cost -	51 0	
	To erect more suitable and substantial Buildings the additional Cost will be - - - - -	- -	150 0
PAYTON'S. Samuel Crumpler.	Consisting of about 35 Acres of Arable and 127 Acres of Pasture Land and Furze, with a Cottage and Fuel-house, Brick and thatched, but in a dilapidated State.		

		£	s.	£	s.
	To repair the same will cost -	25	0		
	And to reconstruct in a more substantial Manner the additional Cost will be - - - -	-	-	30	0
CASTLE AND LOOP FARM. William Clayton, Tenant.	Consisting of Arable Land about 100 Acres, and 33 Acres of Pasture.				
	A substantial Farmhouse of Brick and slated; Barn, Cowstalls, Cart-house, and Fuel-house, all of Mud.				
	Repairs are necessary to all these Buildings, with the Exception of the Farmhouse;				
	The Cost of which will amount to -	67	0		
	To put of suitable and substantial Buildings and additional Cost will be - - - -	-	-	180	0
PART OF HOME FARM. John Fry, Tenant.	Consisting of about 120 Acres of Arable Land and 67 Acres of Pasture Land.				
	The Farmhouse is of Brick, Timber, and Thatch; Granary, Timber-built and tiled;				
	Waggon-house, Timber and thatched;				
	Stables for Eight Horses, Brick and Stone and tiled;				
	Barn, Brick and Stone and Timber, thatched;				
	Cowhouses, Mud, Timber, and Thatch;				
	A double Cottage, of Brick, and thatched;				
	All in a very dilapidated State.				
	To put the Buildings of this Farm, together with the Timber Fences and Gates, in tenantable Repair, the Cost will be - -	462	0		
	With an additional Cost, if the Buildings are made substantial and suitable, of - - -	-	-	280	18
COOMBE FARM. Isaac Eaton, Tenant.	Containing about 18 Acres of Pasture Land and 70 Acres of Arable.				
	The Farmhouse is Brick and Timber Panel Work, covered with Thatch.				
	Stable, Brick and thatched.				
	Barn, Timber, Weather Boarding, and Thatch, on Stone Foundations.				

		£	s.	£	s.
	Carthouse, Mud, Timber, and Thatch; and Fuel-house, Timber and Thatch.				
	All in a dilapidated State.				
	To put these Buildings, with the Fences round the Farmyard, and the Gates, in tenantable Repair, the Cost will be - - -	277	0		
	And to reconstruct Portions of the same, so as to make the whole Buildings suitable and substantial, the additional Cost will - -	-	-	234	0
Brick Kiln Green, Cottage and Garden. William Clench, Tenant.	Cottage and Premises, in good Repair.				
Dolman's Farm. William Meaden, Tenant.	Consisting of 35 Acres of Land; 25 Acres of which are Arable and 10 Acres Pasture;				
	A very dilapidated Dwelling House;				
	Barn, Stable, Carthouse, and Cow-house;				
	All requiring to be rebuilt;				
	The Cost whereof will be - -	200	0		
Windmill Barrow. Ahuz Legg, Tenant.	Consisting of 64 Acres; 40 Acres of which are Arable Land and 24 Pasture;				
	With a Barn of Brick, Mud, and Thatch, all in bad Repair;				
	The Repairs whereof will amount to	15	0		
	If the Roof of the Barn be covered with Tiles, the additional Cost will be - - - -	-	-	35	0
Blandford's Wood. Henry Legg, Tenant.	About Nine Acres of Arable Land, and no Buildings on this Farm.				
Holly Hill. William Lauder, Tenant.	About 18 Acres of Land, whereof Five Acres are Arable and 13 Acres are rough Pasture.				
Part of West Park. George James, Tenant.	About 13 Acres of Arable Land, with no Buildings thereon.				
Heath Cottage. Mary Durell, Tenant.	These Premises are in good Repair, having been very recently repaired.				

		£ s.	£ s.
VINE YARD. —— Watt, Tenant.	Consisting of a Dwelling House, with Stable and Gighouse, all of Mud, Brick, Timber, and slated; and a Garden;		
	Requiring Repairs to the Amount of - - - -	100 0	
BRICK-KILN GREEN. George Ricketts, Tenant.	A Close of Arable Land, with no Buildings thereon.		
Late STRONG's. Henry Miles, Tenant.	Consisting of about 13 Acres of Arable Land, with a Dwelling of Mud and Thatch, requiring Repairs at the Cost of - -	15 0	
SPRING WELL. Charles Keynes, Tenant.	A Close of rough Pasture, with no Buildings thereon.		
John Davis, Tenant.	Cottage, Garden, and Paddock, in tenantable Repair.		
William Barnes, Tenant.	Cottage and Garden; Brick and Thatch, requiring Repairs to the Amount of - - -	40 0	
	If covered with Tiles instead of Thatch, the additional Cost will be - - - -	- -	28 0
CHILD OKEFORD FARM. John Rossiter, Tenant.	This Farm consists of about 51 Acres of Pasture and 150 Acres of Arable Land, with a good Farmhouse, Brick and slated, built within a few Years, but requiring Repairs, that is, the South Wall to be stuccoed to prevent the Wet penetrating, and the Wood Work to be painted.		
	On this Farm has very lately been erected a new Barn, Stable, and Cowsheds, of Brick, Stone, Timber, and Slate, suitable to the Farm, but such Buildings are not completely finished, and some Walling and Gates are necessary to inclose the Yards, and a new Fuel-shed is required;		
	The Expense whereof, together with the Repairs necessary to the Farmhouse, the Erection of a Fuel-shed, new Gates, Timber Fences, and Walls, will amount to	180 0	

	£ s.	£ s.
The Cost of putting all the foregoing Buildings into tenantable Repair and Condition is estimated to amount to - - -	1,790 0	
And of altering, improving, and rebuilding the same in a substantial Manner, the additional Cost will be - - - - -	- -	1,129 10
Making the total Cost £2,919 10*s.*		
By substituting Tiles instead of Thatch for the Coverings of the Roofs of the Farm Buildings a considerable Saving would be effected in the annual Cost of Repairs, and the Land would be improved by all the Straw produced being consumed thereon.		
Some draining is necessary on these Farms, particularly on Lands to the Extent of 200 Acres in the Occupation of George Bridge, John Crumpler, William Clayton, and John Fry.		
The Cost of such draining will amount to - - -	- -	1,200 0
It would be advisable to throw some of the Farms together.		
The Two Holdings of Ahuz Legg and Henry Legg should be let with Coombe Farm, and the Premises occupied by William Meaden should be added to those occupied by Samuel Crumpler, by which the Expenses of rebuilding William Meaden's Premises would be avoided.		
The Rents of the Farms are generally high.		
The Amount shown in the annexed Rental has to be reduced Twenty-five per Cent. to meet the Expenses of Repairs, collecting the Rents, inevitable Reduction of Rents, and occasional Losses from poor Tenants, so that the real Income from the Property does not average a greater yearly Amount than £1,047 16 10.		
It would be absolutely impossible for the Tenant for Life to put these Farms into a proper State of Repair, and continue to reside at the Mansion House.		

	£ s.	£ s.
The Mansion on this Estate is very large, much too large for the Estates, with extensive Greenhouses, Pleasure Grounds, and Gardens, and Stables suitable to an Income of from £5,000 to £7,000 a Year.		
The Mansion is a substantial Building, and the Cost of completely repairing it would not exceed - it having been recently repaired to a great Extent by the present Tenant for Life.	300 0	
The annual Rates and Taxes and other Outgoings on the House and Grounds amount to about £130;		
And the annual Cost of Repairs to Mansion and Offices, Greenhouses, Gardens, Walls, and Stables - - £75		
And the annual Cost of keeping up the Gardens and Pleasure Grounds - - £105		
The Stables are much too large for the Life Tenant; large enough for 18 Horses. To put the same in complete Repair the Cost will be - - - - -	150 0	
Repairing the Garden Wall and Gardener's House the Cost will be - - - - -	130 0	
Making the total Cost of repairing and restoring all the Farm Buildings, Mansion, and Premises to amount to - £3,499 10*s.*		
In order to enable the Tenant for Life of this Estate to reside on the Estate, the present House ought to be entirely taken down, and a new House suitable to the Property built.		
The Cost of which, including the Value of the Materials of the present Buildings, would be -	- -	3,000 0
And to alter and reduce the Stables to make them suitable for such a House the Cost would be -	- -	100 0

RENTAL of PROPERTY belonging to HENRY LUKE SMITH DILLON TRENCHARD Esquire in the Parishes of LYTCHET MATRAVERS and STURMINSTER MARSHALL and CHILD OKEFORD in the County of DORSET.

		£	s.	d.	£	s.	d.	£	s.	d.	A.	R.	P.
George Bridge -	Park Farm -	-		-	-		-	-		-	220	0	32
	Yearly Rent -	-		-	133	0	0						
	Land Tax -	11	9	8									
	Income Tax -	3	10	10									
					15	0	6						
								117	19	6			
John Crumpler -	Dyet's Farm -	-		-	-		-	-		-	97	1	27
	Yearly Rent -	-		-	143	0	0						
	Land Tax -	4	10	0									
	Income Tax -	4	2	1									
					8	12	1						
								134	7	11			
Samuel Crumpler	Part of Old Park and Payton's -	-		-	-		-	-		-	162	3	37
	Yearly Rent -	-		-	71	10	0						
	Land Tax -	0	12	8									
	Income Tax -	2	1	8									
					2	14	4						
								68	15	8			
William Clayton	Castle and Loop -	-		-	-		-	-		-	133	1	31
	Yearly Rent -	-		-	215	0	0						
	Land Tax -	9	13	8									
	Income Tax -	5	1	1									
					14	14	9						
								200	5	3			
John Fry -	Part of Home Farm	-		-	-		-	-		-	187	2	33
	Yearly Rent -	-		-	320	0	0						
	Land Tax -	12	0	0									
	Income Tax -	8	19	8									
					20	19	8						
								299	0	4			
Isaac Eaton -	Coombe Farm -	-		-	-		-	-		-	88	2	39
	Yearly Rent -	-		-	110	0	0						
	Land Tax -	5	1	6									
	Income Tax -	3	10	0									
					8	11	6						
								101	8	6			
Robert Clench -	Brickkiln Green -	-		-	-		-	-		-	3	2	34
	Yearly Rent -	-		-	15	0	0						
	Income Tax -	-		-	0	8	9						
								14	11	3			
William Meaden	Dolman's Farm -	-		-	-		-	-		-	35	1	39
	Yearly Rent -	-		-	30	0	0						
	Land Tax -	0	10	8									
	Income Tax -	0	17	6									
					1	8	2						
								28	11	10			

		£	s.	d.	£	s.	d.	£	s.	d.	A.	R.	P.
Ahuz Legg -	Windmill Barrow	-		-	-		-	-		-	64	0	19
	Yearly Rent -	-		-	65	0	0						
	Income Tax -	-		-	2	2	4						
								62	17	8			
Henry Legg -	Blandford's Wood	-		-	-		-	-		-	9	2	29
	Yearly Rent -	-		-	13	8	0						
	Land Tax -	0	7	8									
	Income Tax -	0	8	5									
					0	16	1						
								12	11	11			
William Lauder -	Holly Hill -	-		-	-		-	-		-	18	2	6
	Yearly Rent -	-		-	12	0	0						
	Income Tax -	-		-	0	7	0						
								11	13	0			
George James -	Part of West Park, &c. - -	-		-	-		-	-		-	13	2	22
	Yearly Rent -	-		-	6	16	6						
	Income Tax -	-		-	0	2	11						
								6	13	7			
Mary Durell -	House, Land, &c.	-		-	-		-	-		-	1	1	18
	Yearly Rent -	-		-	15	0	0						
	Income Tax -	-		-	0	8	9						
								14	11	3			
Henry Miles -	House and Land (Vine Yard) -	-		-	-		-	-		-	15	2	7
	Yearly Rent -	-		-	35	0	0						
	Land Tax -	0	4	0									
	Income Tax -	1	6	8									
					1	10	8						
								34	9	4			
George Ricketts	Brickkiln Green -	-		-	-		-	-		-	0	3	35
	Yearly Rent -	-		-	3	0	0						
	Income Tax -	-		-	0	1	9						
								2	18	3			
Charles Keynes -	Spring Well -	-		-	-		-	-		-	14	0	34
	Yearly Rent -	-		-	5	0	0						
	Land Tax -	2	0	0									
	Income Tax -	0	2	11									
					2	2	11						
								2	17	1			
John Davis -	Cottage, Garden, and Paddock -	-		-	-		-	-		-	1	0	19
	Yearly Rent -	-		-	7	0	0						
	Income Tax -	-		-	0	2	11						
								6	17	1			

		£ s. d.	£ s. d.	£ s. d.	A. R. P.
William Barnes -	Cottage and Garden - -	- -	- -	- -	0 2 0
	Yearly Rent -	- -	5 0 0		
	Income Tax -	- -	0 2 11		
				4 17 1	
(Late) Strong -	House - -	- -	- -	- -	0 1 3
	Yearly Rent -	- -	12 0 0		
	Income Tax -	- -	0 7 0		
				11 13 0	
John Symes -	Close - -	- -	- -	- -	1 0 0
	Yearly Rent -	- -	1 12 0		
	Income Tax -	- -	0 1 0		
				1 11 0	
H. L. S. D. Trenchard.	Mansion House, Gardens, and Lands - -	- -	- -	- -	20 0 0
Do. -	Woods, Coppices, and Plantations -	- -	- -	- -	235 3 17
	Estimated Rental -	- -	60 0 0		
	Land Tax -	9 2 8			
	Income Tax -	1 15 0			
			10 17 8		
				49 2 4	
Do. -	Arnold's Mead -	- -	- -	- -	1 2 17
Do. (for Keeper).	Cottage, Garden, and Paddock -	- -	- -	- -	1 3 30
			£	1,187 12 10	1,330 0 8
John Rossiter -	Child Okeford Farm -	- -	- -	- -	201 3 10
	Yearly Rent -	- -	240 0 0		
	Land Tax -	23 10 5			
	Income Tax -	7 0 0			
			30 10 5		
				209 9 7	
			£	1,397 2 5	1,531 3 18
Deducting Twenty-five per Cent., as before stated -				349 5 7	
			£	1,047 16 10	
Quit Rents of the Manors of Lytchett Matravers and Child Okeford - - - - -				52 14 8	
			£	1,100 11 6	

And

And whereas it would tend greatly to the Advantage of and be highly beneficial to the said several Persons who are now or may become interested under the Limitations contained in the Will of the said *William Trenchard* deceased, and the said *Henry Luke Smith Dillon Trenchard*, and the said *Thomas Dennis Dillon*, and *Edmund De Witt* and *Margaretta Amelia* his Wife, and *Hester Urania Maria Dillon*, and *Sarah Augusta Dillon*, and the said *Edward Pickard*, being all the Persons interested under the said Will of the said *William Trenchard* who are now in existence and capable of consenting, are desirous that the said *Ulick John* Marquess of *Clanricarde* and *Robert* Baron *Clonbrock* should be enabled to pull down the said Mansion or Dwelling House at *Lytchet Matravers*, and to erect a Mansion or Dwelling House in its Place more suitable to the Size of and the annual Income arising from the said Estates, and to reduce the Size of the Stabling and Outbuildings to the said Mansion belonging, and to pull down Part of the Farm Buildings on the said Estates of *Lytchet Matravers* and *Child Okeford*, and rebuild the same on a smaller and more suitable Scale, and to substantially repair other Part of the said Farm Buildings, and the Gates and Fences on the said Estates, and convert a Part of the said Plantations, Coppices, Lands, Shrubberies, and Pleasure Grounds into Arable and Pasture Land, and to other useful Purposes, and to sell and dispose of the Building Materials which should not be required in rebuilding and repairing the said Premises, and the Timber and the Underwood in and upon the Plantations, Lands, Coppices, Shrubberies, and Pleasure Grounds to be converted as aforesaid, and to pay and apply Part of the aforesaid Sums of Twelve thousand and forty-two Pounds Three Shillings and Four-pence Three Pounds *per Cent.* Consolidated Bank Annuities, and Six hundred and fifty-two Pounds Five Shillings and Seven-pence Three Pounds Five Shillings *per Centum* Bank Annuities, or the Monies arising from the Sale thereof, or the Monies arising from the Sale of any other Stocks, Funds, and Securities in or upon which the same may hereafter be invested, and the Monies arising from the Sale of the said Building Materials, Timber, and Underwood, in Payment of the Costs and Charges attending the obtaining of this Act, and also the Costs and Charges attending the pulling down and rebuilding the said Mansion or Dwelling House, and the reducing and rebuilding the Stabling and Outbuildings belonging thereto, and in pulling down and rebuilding some Part of the Farm Buildings on the said Estates, and in repairing other Part of the said Farm Buildings, and the Gates and Fences on the said Estates: And whereas by reason of the Trusts and Limitations contained in the said Will of the said *William Trenchard* the aforesaid several Objects cannot be effected without the Aid of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects *Henry Luke Smith Dillon Trenchard*, on behalf of himself and of his said infant Son *Henry Luke Dillon Trenchard*, and the said *Thomas Dennis Dillon*, and the said *Edmund De Witt* and *Margaretta Amelia* his Wife, and the said *Hester Urania Maria Dillon* and *Sarah Augusta Dillon*, and the said *Edward Pickard*, 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

Trustees authorized to pull down Mansion House at Lytchet Matravers.

Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for the said *Ulick John* Marquess of *Clanricarde* and *Robert* Baron *Clonbrock* and the Survivor, his Executors or Administrators, or other the Trustees or Trustee for the Time being acting in execution of the Powers of this Act, and they and he are and is hereby required and directed, within Ten Years after the passing of this Act, to cause the Mansion or Dwelling House at *Lytchet Matravers* aforesaid, and such of the Stables, Offices, and Outbuildings as cannot be used and enjoyed with the new Mansion House hereby authorized to be erected and built, to be pulled down and removed, and to cause such Parts of the Building Materials of the same as it shall be deemed proper so to use to be used in or towards the building such new Mansion House herein-after mentioned, and the Offices for the same.

Trustees to pull down or substantially repair the Farm Buildings.

II. And be it enacted, That it shall be lawful for the said *Ulick John* Marquess of *Clanricarde* and *Robert* Baron *Clonbrock* and the Survivor, his Executors and Administrators, or other Trustees or Trustee for the Time being acting in execution of the Powers of this Act, and they and he are and is hereby required and directed, within Ten Years after the passing of this Act, to cause either the whole, or such Parts as, in the Opinion of some competent Person to be appointed by the said Trustees, shall be deemed necessary, of the Farmhouse, Farmbuildings, Cottages, and the Gates and Fences in and upon the said Estates devised by the said Will, to be pulled down and removed, or otherwise to be thoroughly and substantially repaired as is herein-after mentioned, and to cause such Part of the Building Materials of the same, or the Timber or other Wood hereby authorized to be cut down, as it shall be deemed proper so to use in or towards the re-constructing or the re-building of such new Farmhouses, Farmbuildings, Cottages, Gates, and Fences on the said Estate as herein-after mentioned.

Plantations, &c. may be converted.

III. And be it enacted, That it shall be lawful for the said *Ulick John* Marquess of *Clanricarde* and *Robert* Baron *Clonbrock* and the Survivor, his Executors and Administrators, or other Trustees or Trustee for the Time being acting in execution of the Powers of this Act, and they and he are and is hereby required and directed, within Ten Years after the passing of this Act, to cause any Portion of the Gardens, Plantations, Coppices, Shrubberies, and Pleasure Grounds to the present Mansion belonging, being not more in the whole than Twenty Acres, to be converted into Arable and Pasture Lands, and the Underwood, Trees, Shrubs, and Timber on the Lands so converted to be cut down and removed.

New Mansion House to be erected, and Farmbuildings to be rebuilt or substantially repaired, to the Extent of 9,000*l.*

IV. And be it enacted, That it shall be lawful for the said *Ulick John* Marquess of *Clanricarde* and *Robert* Baron *Clonbrock* and the Survivor, his Executors and Administrators, or other Trustees or Trustee for the Time being acting in the Execution of the Powers of this Act, and they and he are and is required and directed, within Ten Years after the passing of this Act, to cause to be erected, built, made, and completed, upon or upon some Part of the

the Site of the present Mansion and Offices at *Lytchet Matravers* aforesaid, a smaller Messuage or Mansion House, and to rebuild or reconstruct such of the present Offices, Stables, Outbuildings, and Yards, and also to erect, build, make, and complete such new Offices, Stables, Outbuildings, and Yards, as shall be proper and suitable to be held and occupied with such new Messuage or Mansion House; and also to rebuild and reconstruct, or thoroughly and substantially repair, such of the present Farmhouses, Farmbuildings, and Cottages on the said Estate, or erect, build, make, and complete such new Farmhouses, Farmbuildings, and Cottages as may be necessary, and also to put in thorough and substantial Repair the present; or if necessary, to erect, make, and complete new Gates and Fences in and upon the said Estate, and for effecting the Purposes aforesaid to retain, hire, or employ such Architects, Surveyors, Builders, Bricklayers, Carpenters, Artificers, Workmen, and Labourers as shall be necessary, and at such Salaries or Wages as they or he shall deem reasonable, and to enter into such Contract or Contracts as shall be deemed advisable; and that the pulling down and removing of the present Mansion House, Offices, Stables, Outbuildings, Yards, and Gardens, or the pulling down and removing of any of the Farmhouses, Farmbuildings, or Cottages, or the Gates and Fences, on the said Estates hereby authorized to be pulled down and removed, or the erecting and building of the new Mansion House, Offices, Stables, Outbuildings, and Yards, or the Farmhouses, Farmbuildings, and Cottages, or the Gates and Fences, hereby authorized to be erected, built, and made, or the breaking up and converting of the said Gardens, Plantations, Coppices, Shrubberies, and Pleasure Grounds, or the cutting down and removing of any of the Timber, Underwood, Trees, or Shrubs upon the said Land so broken up and converted as aforesaid hereby authorized, shall not be deemed Waste, Spoil, or Destruction, either at Law or in Equity: Provided always, that the Costs, Charges, and Expenses to be incurred in pulling down and removing the present Mansion House, Offices, Stables, Outbuildings, and Yards, or any of the Farmhouses, Farmbuildings, Cottages, or the Gates and Fences, hereby authorized to be pulled down and removed, and erecting and building, making and completing, the said new Mansion House, Offices, Stables, Outbuildings, Yards, or any of the Farmhouses, Farmbuildings, or Cottages, or the Gates and Fences, hereby authorized to be erected, built, and made, and the Costs and Charges and Expenses to be incurred in throughly and substantially repairing such Parts of the Farmhouses, Farmbuildings, Cottages, Gates, or Fences as it may not be necessary to pull down and remove, and the Costs, Charges, and Expenses to be incurred in breaking up and converting as aforesaid such Parts of the Gardens, Plantations, Coppices, Shrubberies, and Pleasure Grounds as are hereby authorized to be broken up or converted, or the cutting and removing the Timber, Underwood, Trees, and Shrubs on the said Land shall not exceed the Sum of Nine thousand Pounds.

Power to sell Building Materials.

V. Provided always, and be it enacted, That it shall be lawful for the said *Ulick John* Marquess of *Clanricarde*, and *Robert* Baron *Clonbrock*, and the Survivor of them, his Executors and Administrators, and

and other the Trustees or Trustee acting in execution of the Powers of this Act, to sell and dispose of such Parts of the Materials of the said present Mansion House, Offices, Stables, Outbuildings, Farmhouses, Farmbuildings, Cottages, Gates, or Fences hereby authorized to be pulled down, or of the Timber which shall be cut down and removed from the Land authorized to be broken up and converted as aforesaid, as it shall not be deemed expedient to use in the building of the new Mansion House, or the Offices, Stables, and Outbuildings thereto, and the Farmhouses, Farmbuildings, or Cottages, or the Gates and Fences, or in the repairing of any of the same, by public Auction or private Contract, and in such Lots or Parcels, as they or he shall think fit, and to apply the Monies arising from such Sale or Sales in the same or the like Manner as the Monies to be raised as herein-after mentioned are directed to be applied.

Portion of 12,042*l.* 3*s.* 4*d.* Bank 3*l.* per Cent. Annuities may be applied for Purposes of Act.

VI. And be it enacted, That it shall be lawful for the said *Ulick John* Marquess of *Clanricarde* and *Robert* Baron *Clonbrock*, and the Survivor of them, his Executors and Administrators, and other the Trustees or Trustee acting in execution of the Powers of this Act, to sell and dispose of a sufficient Part of the aforesaid Sums of Twelve thousand and forty-two Pounds Three Shillings and Four-pence Three Pounds *per Cent.* Consolidated Bank Annuities, and Six hundred and fifty-two Pounds Five Shillings and Seven-pence Three Pounds Five Shillings *per Cent.* Bank Annuities, or the Stocks, Funds, and Securities in or upon which the same be laid out and invested, and the Monies to arise by any Sale or Sales to be made by them as herein-before mentioned, to apply in the Payment and Discharge of the Costs, Charges, and Expenses preparatory to and attending the applying for and obtaining and passing this Act, and also to pay and apply such further Part thereof as may be required in or towards the Payment and Discharge of all the Costs to be incurred in pulling down and removing the present Mansion House, Offices, Stables, Outbuildings, Farmhouses, Farmbuildings, Cottages, Gates, and Fences hereby authorized to be pulled down and removed, and erecting and building, making and completing, the said new Mansion House, Offices, Stables, Outbuildings, Yards, or any of the Farmhouses, Farmbuildings, or Cottages, or the Gates and Fences, hereby authorized to be erected, built, and made, and the Costs, Charges, and Expenses to be incurred in throughly and substantially repairing such Parts of the Farmhouses, Farmbuildings, Cottages, Gates, or Fences, as it may not be necessary to pull down and remove, and the Costs, Charges, and Expenses to be incurred in breaking up and converting as aforesaid such Parts of the Gardens, Plantations, Coppices, Shrubberies, and Pleasure Grounds as are hereby authorized to be broken up and converted as aforesaid, or the cutting and removing the Timber, Underwood, Trees, and Shrubs on the said Land, or for any other of the Purposes aforesaid, and also the Costs, Charges, and Expenses of the Surveyors and Agents to be employed by the said Trustees or Trustee in or about surveying or superintending the several Works aforesaid, and of all or any of the other Objects and Purposes which they and he are and is under the Power of this Act, or the Powers contained in the said Will of the said *William Trenchard*, authorized to carry into effect.

VII. And

Trustees to set apart One Thirtieth of the Amount expended to form a Sinking Fund.

VII. And be it enacted, That the said *Ulick John* Marquess of *Clanricarde* and *Robert* Baron *Clonbrock*, and the Survivor of them, his Executors and Administrators, and other the Trustees or Trustee acting in the Execution of the Powers of this Act, shall in each Year ending on the Thirty-first Day of *December* ascertain the Amount of the Sum or Sums of Money which have been laid out and expended in the same Year for the Purpose of this Act, and shall in each and every succeeding Year set apart out of the Rents and Profits of the said Estates and Hereditaments One Thirtieth Part of the Sums of Money so laid out and expended as aforesaid, and invest the same in the Public Stocks or Funds in their own Names, and the Dividends and Interest and annual Proceeds thereof shall be from Time to Time accumulated in the way of Compound Interest as a Sinking Fund for the Repayment of the said Sums of Money: Provided always, that when and so soon as the said Sums of Money so laid out and expended as aforesaid shall have been raised by such Accumulation as aforesaid, the Sum so raised shall be applied in Payment and Discharge of the said Sum or Sums of Money so laid out and expended as aforesaid.

Powers contained in the Will of Testator confirmed.

VIII. Provided always, and be it enacted, That this Act shall not, nor shall anything herein contained, be construed or deemed or taken to revoke, annul, suspend, prejudice, lessen, or affect the Powers contained in the herein-before recited Will of the said *William Trenchard* deceased, except so far as the same may be defeated or affected by the Exercise of the Powers of this Act.

General Saving.

IX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, and to their Heirs, Successors, Executors, and Administrators, (other than and except the said *Henry Luke Smith Dillon Trenchard*, his Heirs, Executors, and Administrators, and the said *Henry Luke Dillon Trenchard* his infant Son, and the Heirs Male of the Body of the said *Henry Luke Dillon Trenchard* the Son, and the Second and every other Son successively of the said *Henry Luke Smith Dillon Trenchard*, and the Heirs Male of the Body and respective Bodies of such Second and every other Son and Sons, and the said *Thomas Dennis Dillon*, and his First and other Sons successively, and the Heirs Male of the Body and respective Bodies of such First and other Sons, and every other the Son and Sons of the said *Henry Luke Dillon*, and the Heirs Male of the Body and respective Bodies of every other such Son or Sons successively, and the said *Margaretta Amelia De Witt*, and her First and every other Son successively, and the Heirs Male of the Body or respective Bodies of such First and other Sons, and the said *Hester Urania Maria Dillon*, and her First and other Sons successively, and the Heirs Male of the Body and respective Bodies of such First and other Sons, and the said *Sarah Augusta Dillon*, and her First and other Sons successively, and the Heirs Male of the Body and respective Bodies of such First and other Sons, and every other Daughter successively of the said *Henry Luke Dillon*, and the Heirs Male of the Body and respective Bodies of every such other Daughter and Daughters, and the Heirs General of the Body and respective Bodies of the First and every

every Son of the Body of the said *Henry Luke Smith Dillon Trenchard*, and the Heirs General of the Body and respective Bodies of the said *Thomas Dennis Dillon*, and of all and every other the Son and Sons of the Body of the said *Henry Luke Dillon*, and the Daughter and Daughters of the Body of the said *Henry Luke Smith Dillon Trenchard*, and the Heirs of the Body of all and every such Daughter and Daughters, and the Heirs of the Body of the said *Margaretta Amelia De Witt*, *Hester Urania Maria Dillon*, and *Sarah Augusta Dillon*, and of all and every other Daughters and Daughter of the said *Henry Luke Dillon*, and the said *Edward Pickard* and his Heirs, and the said *Ulick John* Marquess of *Clanricarde* and *Robert* Baron *Clonbrock* and their Heirs, so far only as relates to the several Estates devised or limited to them as aforesaid for preserving contingent Remainders,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of or upon the Messuages, Lands, Tenements, and Hereditaments devised by the said Will of the said *William Trenchard*, and every or any of them, and every or any Part or Parts thereof, as they, every or any of them, had before the passing of this Act, or would, could, or might have had, held, or enjoyed in case this Act had not have passed.

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

X. 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.