

ANNO DUODECIMO & DECIMO TERTIO

VICTORIÆ REGINÆ.

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said John Lee *in lieu thereof, and also for appointing new Trustees of the said settled Estates;* and to amend the said Act. [28th *July* 1849.]

2 & 3 W. 4. c. 30.

WHEREAS an Act was passed in the Second and Third Years of the Reign of King *William* the Fourth, intituled *An Act for vesting the Fee Simple of Part of the Freehold Estates devised by the Will of* William Lee Antonie *Esquire, deceased, in strict Settlement, in his Nephew* John Lee *Esquire, Doctor of Laws, (subject to a Term of Five hundred Years, as an Indemnification against a Sum of Ten thousand Pounds and Interest,) and for substituting Part of the Fee Simple Estates of the said* John Lee *in lieu thereof, and also for appointing new Trustees of the said settled Estates,* reciting that *William Lee Antonie,* then late of *Colworth House* in the County of *Bedford,* Esquire, by his last Will and Testament in Writing, bearing Date the Nineteenth Day of *December* One thousand eight hundred and fourteen, duly executed and attested so as to pass Freehold Estates, gave and devised all his Manors, Messuages, Farms, Lands, Tenements, and Hereditaments situate in the Counties of *Bedford, Hertford,* and *Middlesex,* and in *Medmenham* in the County of *Buckingham,* to his Nephew *John Lee* (then *John Fiott*), eldest Son of the Testator's late Sister *Harriott Fiott,* for his natural Life, without Impeachment of Waste, with Remainder to *Edward Arrowsmith, Thomas Ryder,* and *John Taylor,* and their Heirs, during the Life of the said *John Fiott,* in trust to preserve contingent Remainders, with Remainder to the First and other Son and Sons of the Body of the said *John Fiott* lawfully to be begotten, successively in Tail Male, with Remainder to the Testator's Nephew *William Edward Fiott* (Second Son of his the said Testator's said late Sister *Harriott Fiott*) for his natural Life, without Impeachment of Waste, with Remainder to the said Trustees and their Heirs during the Life of the said *William Edward Fiott,* in trust to preserve contingent Remainders, with Remainder to the First and other Son and Sons of the Body of the said *William Edward Fiott* lawfully to be begotten, successively in Tail Male, with Remainder to the Testator's Nephew *Edward Fiott* for his natural Life, without Impeachment of Waste, with Remainder to the said Trustees and their Heirs during the Life of the said *Edward Fiott,* in trust to preserve contingent Remainders, with Remainder to the First and other Son and Sons of the Body of the said *Edward Fiott* lawfully to be begotten, successively in Tail Male, with Remainder to the Testator's Nephew *Nicholas Fiott* for his natural Life, without Impeachment of Waste, with Remainder to the said Trustees and their Heirs during the Life of the said *Nicholas Fiott,* in trust to preserve contingent Remainders, with Remainder to the First and other Son and Sons of the Body of the said *Nicholas Fiott* lawfully to be begotten, successively in Tail Male, with Remainder or Reversion to the said Testator's own right Heirs for ever; and also reciting, that in the said Will was contained a Power for the said several Devisees of the said Estates when in possession to limit and appoint in such Manner as therein mentioned any annual Rent not exceeding Five hundred Pounds to his and their respective Wife and Wives by way of Jointure; and also reciting, that

that the said Testator thereby directed that the said *John Fiott*, *William Edward Fiott*, *Edward Fiott*, and *Nicholas Fiott* respectively, and their respective Heirs Male, should, as and when they should respectively become entitled to his said Estates, take the Surname of "*Lee*" only, and his and their Descendants be from thenceforth called and distinguished in all Deeds and Writings by that Surname only, and that on Refusal or Neglect to use such Surname only the Person or Persons so refusing should forfeit his or their Estate and Interest in the Premises, the same Estate and Interest to go and be possessed and enjoyed by the Person or Persons who by virtue of the said Will would be entitled thereto if the Person or Persons so refusing was or were actually dead; and also reciting, that the said *William Lee Antonie* departed this Life on or about the Eleventh Day of *September* One thousand eight hundred and fifteen, without having revoked or in any Manner altered his said Will, leaving the said *John Lee* (then *John Fiott*) and his (the Testator's) Two surviving Sisters *Philadelphia Lee* Spinster and *Louisa* the Wife of the said *Edward Arrowsmith* his Co-heirs at Law; and also reciting, that the said *John Fiott*, upon the Decease of the said Testator, entered upon and took possession of the said devised Estates in the Counties of *Bedford*, *Hertford*, *Middlesex*, and *Buckingham*, as Tenant for Life thereof, and thereupon, by and under the Royal Licence, assumed the Surname of "*Lee*" only, and had from that Period been called and distinguished in all Deeds and Writings by that Surname only; and also reciting, that the said *Edward Fiott* died in the Month of *November* One thousand eight hundred and twenty-four, a Bachelor, and that the said *Edward Arrowsmith* died in the Month of *April* One thousand eight hundred and twenty-seven, and that the said *John Taylor* died in the Month of *February* One thousand eight hundred and twenty-eight; and also reciting, that the said *John Lee* was seised of divers Manors or Lordships, Capital Messuage or Mansion House, Messuages, Farms, Lands, Tenements, and other Freehold Hereditaments at *Hartwell* and *Stone* and certain other Parishes or Places adjoining or near thereunto in the said County of *Buckingham*, for an absolute Estate of Inheritance in Fee Simple in possession, subject, together with other Freehold Hereditaments, to and charged with the Sums of Twenty thousand Pounds and Five thousand Pounds, and the Interest thereof respectively, and also to and with the Sum of Ten thousand Pounds secured to *George Heath*, *George Samuel Collyer*, and *William Cowden*, as therein mentioned, together with Interest for the same, and that the said Manors or Lordships, Capital Messuage or Mansion House, Messuages, Farms, Lands, Tenements, and Hereditaments (which were comprised in the Second Schedule to the Act now in recital) were Part of an ancient Family Estate, and according to a then recent Survey and Valuation thereof were, exclusive of the said Mansion House, of the net annual Value of One thousand five hundred and eighty-six Pounds Twelve Shillings and Eleven-pence, over and above the Interest payable in respect of the said Two several Principal Sums of Twenty thousand Pounds and Five thousand Pounds charged upon the same and other Hereditaments as aforesaid, and also over and above all Taxes and Reprizes whatsoever, and were worth to be sold the Sum of Seventy-two thousand two hundred and forty Pounds Fourteen Shillings and Nine-

Nine-pence at the least, exclusive of the said Mansion House, and also exclusive of the Timber growing thereon, of the Value of Seven thousand and forty-two Pounds at the least; and also reciting, that the Messuages, Farms, Lands, and Hereditaments comprised in the First Schedule to the Act now in recital (being Part of the Estates devised by the said Will in strict Settlement as aforesaid) did not form Part of an ancient Family Estate, and that as the same lay detached, and at a considerable Distance from the Estate in the County of *Bedford*, also devised by the said *William Lee Antonie* in strict Settlement as aforesaid, so that the Care and Management of such detached Estates were attended with great Expense and Trouble, and that as the said Manors or Lordships, Capital Messuage or Mansion House, Messuages, Farms, Lands, Tenements, and Hereditaments, comprised in the said Second Schedule, and whereof the said *John Lee* was so seised in Fee Simple as aforesaid, formed a connected Estate, and were of greater Value than the said Messuages, Farms, Lands, and Hereditaments comprised in the said First Schedule, it would be greatly for the Convenience, Benefit, and Advantage of the several Persons beneficially entitled under the said Will to the Estates thereby devised in strict Settlement if the said Manors or Lordships, Capital Messuage or Mansion House, Messuages, Farms, Lands, Tenements, and Hereditaments comprised in the said Second Schedule, were substituted for the said Messuages, Farms, Lands, and Hereditaments comprised in the said First Schedule, and settled to, for, and upon such and so many of the Uses, Trusts, Intents, and Purposes in and by the said Will limited, expressed, and declared of and concerning the Freehold Estates thereby devised, situate in the County of *Bedford*, as were then subsisting; and further reciting, that by a Deed Poll bearing Date the Tenth Day of *May* One thousand eight hundred and thirty-two, under the Hand and Seal of the said *Thomas Ryder*, he the said *Thomas Ryder* disclaimed and renounced the Devises and Power by the said Will made and given to him, and by the Act now in recital the said Messuages, Farms, Lands, and Hereditaments in the Counties of *Hertford* and *Middlesex*, and in *Medmenham* in the County of *Buckingham*, comprised in the said First Schedule, and which were Part of the Hereditaments devised by the said Will in strict Settlement as aforesaid, were vested in *John Scriven* of the *Inner Temple*, *London*, Serjeant at Law, *Robert Lys* of *Took's Court*, *Chancery Lane*, in the County of *Middlesex*, Esquire, and *William Henry Smyth* of the Town of *Bedford* in the County of *Bedford*, a Captain in the Royal Navy, their Heirs and Assigns, freed, acquitted, and absolutely exonerated and discharged of and from all and every the Uses, Trusts, Estates, Powers, Provisoes, and Limitations in and by the said Will limited, created, or contained of or concerning the same, to the Use of the said *John Scriven*, *Robert Lys*, and *William Henry Smyth*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, upon trust to defend and protect the said Manors or Lordships, Capital Messuage or Mansion House, Messuages, Farms, Lands, Tenements, and Hereditaments, comprised in the said Second Schedule, from all Claims in respect of the said Sum of Ten thousand Pounds, and from the Determination of the said Term, to the Use of the said *John Lee*,

his Heirs and Assigns, for ever, and by the same Act as well the said Manors or Lordships, Capital Messuage or Mansion House, Messuages, Farms, Lands, and Hereditaments in *Hartwell* and *Stone*, and Parishes and Places adjoining or near thereunto, in the County of *Buckingham*, comprised in the said Second Schedule, and being Part of the Fee Simple Estates of the said *John Lee*, as also the Manors, Messuages, Farms, Lands, Tenements, and Hereditaments by the said Will devised in strict Settlement as aforesaid, and therein mentioned to be situate in the County of *Bedford*, and all other the Messuages, Lands, and Hereditaments so devised, situate in the County of *Hertford* or elsewhere, not comprised in the said First Schedule, were limited and assured unto the said *John Scriven*, *Robert Lys*, and *William Henry Smyth*, their Heirs and Assigns, to, for, and upon the Uses, Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations, in and by the said Will limited, expressed, declared, and contained of and concerning the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments situate in the County of *Bedford*, or such and so many of the same Uses, Trusts, Intents, and Purposes, Powers, Provisoes, and Declarations, as were then subsisting undetermined and capable of taking effect, in like Manner as if the said Estate and Hereditaments comprised in the said Second Schedule had formed Part of the Estates in the County of *Bedford* by the said Will devised in strict Settlement as aforesaid, and the Names of the said *John Scriven*, *Robert Lys*, and *William Henry Smyth* had been inserted in the same Will instead of the Names of the said *Edward Arrowsmith*, *Thomas Ryder*, and *John Taylor*: And whereas the said *Robert Lys* died on or about the Twenty-first Day of *August* One thousand eight hundred and thirty-three: And whereas the said *John Lee*, shortly before the Date and Execution of the Indenture next herein-after mentioned, intermarried with *Cecilia Rutter* Spinster, and by an Indenture bearing Date the Seventeenth Day of *February* One thousand eight hundred and thirty-four, and made between the said *John Lee* and *Cecilia* his Wife of the one Part, and the said *John Scriven* and *William Henry Smyth* of the other Part, the said *John Lee*, in execution of the Power in that Behalf contained in the said Will, appointed unto his said Wife and her Assigns for her Life, in case she should survive him, the annual Sum of Five hundred Pounds, to commence immediately upon his Decease, and to be issuing out of and charged upon the Manors, Messuages, Farms, Lands, Tenements, and Hereditaments in the said Counties of *Bedford* and *Hertford* so devised by the same Will as aforesaid, other than and except such Parts of the same Hereditaments situate in the said County of *Hertford* as were included in the said First Schedule, and out of and upon the Manors, Mansion House, Messuages, Lands, and Hereditaments in the County of *Buckingham* comprised in the said Second Schedule, as and for her Jointure, and in bar of her Dower: And whereas by a Deed Poll bearing Date the Sixth Day of *October* One thousand eight hundred and thirty-four, under the Hands and Seals of the said *George Heath*, *George Samuel Collyer*, and *William Cowden*, reciting that the said *John Scriven* and *William Henry Smyth* had, under the Power in that Behalf contained in the therein and herein-before in part recited Act of Parliament, joined and concurred

Grant of Jointure, dated 17th Feb. 1834.

Deed Poll, dated 6th Oct. 1834.

curred with the said *John Lee* in the Sale and Disposition of certain Parts of the Messuages, Lands, and Hereditaments comprised in the said Term of Five hundred Years, and had reserved and were then in possession of the Sum of Ten thousand Pounds, Part of the Purchase Money arising by the same Sale, in consideration of the Sum of Ten thousand Pounds to the said *George Samuel Collyer* and *William Cowden* paid by the said *John Scriven* and *William Henry Smyth*, the said *George Heath*, *George Samuel Collyer*, and *William Cowden* released the said Manors, Mansion House, Messuages, Lands, and Hereditaments in the herein-before in part recited Act mentioned to have been charged therewith from the said Sum of Ten thousand Pounds and all Interest in respect thereof: And whereas the said *Philadelphia Lee* died on or about the Tenth Day of *December* One thousand eight hundred and thirty-five, unmarried: And whereas the said *Louisa Arrowsmith* died on or about the Twentieth Day of *June* One thousand eight hundred and forty, without having had any Issue: And whereas the said *Philadelphia Lee* and *Louisa Arrowsmith* did not make any testamentary or other Disposition of their respective Remainders or Reversions in the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments in the Counties of *Bedford*, *Hertford*, *Middlesex*, and *Buckingham*, comprised in and devised by the herein-before recited Will of the said *William Lee Antonie*: And whereas the said *John Scriven* died on or about the Fourteenth Day of *May* One thousand eight hundred and forty-three: And whereas by an Indenture bearing Date the Tenth Day of *August* One thousand eight hundred and forty-three, made between the said *John Lee* of the First Part, the said *William Henry Smyth* of the Second Part, and *John Rutter* of *Great Coram Street* in the County of *Middlesex*, Gentleman, and *Edward Mullins* of *Great James Street*, *Bedford Row*, in the same County, Gentleman, of the Third Part, the said *John Lee*, in exercise of the Power of Appointment of new Trustees by the herein-before in part recited Act given to him, appointed the said *John Rutter* and *Edward Mullins* to be Trustees in the Place of the said *Robert Lys* and *John Scriven* respectively, for and in respect of all the Trusts and Powers by the therein and herein-before in part recited Act reposed in the said *John Scriven*, *Robert Lys*, and *William Henry Smyth*, and which then remained to be executed and performed, and the said *William Henry Smyth* thereby conveyed the Trust Premises accordingly: And whereas the said *John Lee* has not had any Issue by his said Wife: And whereas the said *William Edward Fiott* died on the Sixth Day of *May* One thousand eight hundred and forty-nine, a Bachelor: And whereas the said *Nicholas Fiott* in the Year One thousand eight hundred and thirty-five intermarried with *Harriet Jenner Dyke* Spinster, and has had Issue by her Two Sons and Four Daughters, all now living: And whereas by an Indenture bearing Date the Twenty-fourth Day of *January* One thousand eight hundred and forty-six, and made or expressed to be made between the said *Nicholas Fiott* of the one Part, and *John Meggott Elwes* and *Francis Hart Dyke* of the other Part, for the Considerations therein mentioned, the said *Nicholas Fiott* granted unto the said *John Meggott Elwes* and *Francis Hart Dyke*, their Heirs and Assigns, the Remainder or Reversion limited and devised to him for his Life as aforesaid

Indenture of Appointment, dated 10th Aug. 1843.

Indenture, dated 24th Jan. 1846.

of the Manors, Messuages, Farms, Lands, Tenements, and Hereditaments in the Counties of *Bedford*, *Hertford*, *Middlesex*, and *Buckingham*, comprised in and devised by the said Will, except such Parts thereof as were alienated by virtue of the herein-before in part recited Act, and also of the Hereditaments so as aforesaid substituted in lieu thereof by the same Act, to hold the same unto the said *John Meggott Elwes* and *Francis Hart Dyke*, and their Heirs, for and during the Life of the said *Nicholas Fiott*, upon trust that they the said *John Meggott Elwes* and *Francis Hart Dyke*, and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, should, immediately upon the Life Estate of the said *Nicholas Fiott* falling into possession, enter upon the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments, and receive and take the Rents, Issues, and Profits thereof, and thereout, in the first place, pay to the said *Harriet Jenner Fiott*, during the joint Lives of herself and the said *Nicholas Fiott*, the annual Sum of Five hundred Pounds for her own sole and separate Use and Benefit, and lay out and invest the Residue of the said Rents, Issues, and Profits so as to accumulate until such Time as such Accumulation should amount to the Sum of Six thousand Pounds, or until before that Time the said *Nicholas Fiott* should depart this Life, and should stand possessed of the same upon the Trusts therein-after declared and herein-after mentioned, and, subject to the Trusts aforesaid, should pay the Residue of the said Rents, Issues, and Profits for and towards the Maintenance and Education of the Children of the said *Nicholas Fiott* by the said *Harriet Jenner Fiott* his Wife, and should lay out and invest the said Sum of Six thousand Pounds, or other the Sum accumulated as therein-before mentioned, and accumulate the resulting Income thereof until such Time as there should be a Tenant in Tail Male in possession of the said settled Estates under the said Will, and thereupon, and if such Tenant in Tail Male in possession should be a Son of the said *Nicholas Fiott* by the said *Harriet Jenner Fiott*, and if there should be another Son of them then living, should pay the said Sum of Six thousand Pounds, or other the Sum so accumulated as therein-before mentioned, to such other Son who should be next in Seniority if he should attain the Age of Twenty-one Years, but if such Tenant in Tail Male in possession should not be a Son of the said *Nicholas Fiott* by the said *Harriet Jenner Fiott*, or should be an only Son of them then living, should stand possessed of the said Sum upon such and the like several Trusts as were in and by an Indenture of even Date therewith declared of a Sum of Eight thousand six hundred and fifty Pounds Three *per Cent.* Reduced Bank Annuities therein mentioned, or such of them as should be then subsisting; and it was by the Indenture now in recital agreed and declared, that it should be lawful for the said *John Meggott Elwes* and *Francis Hart Dyke*, and the Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, if requested so to do by the said *Harriet Jenner Fiott*, and after her Decease if they in their or his Discretion should think fit, to pay and apply the whole or any Part of the said Rents, Issues, and Profits unto, or in, for, or towards the Maintenance or Benefit of any One or more, exclusive of the other or others, of the said *Nicholas Fiott*, or any of his Children by the said *Harriet Jenner Fiott*; and

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in the same Indenture was contained a Proviso that in case the said *Nicholas Fiott* should become Tenant for Life in possession under the said Will of the Hereditaments by the same Indenture granted, and would, but for the Grant thereby made, be entitled to receive the Rents and Profits of the same, it should be lawful for the said *Nicholas Fiott* thereupon, or at any Time thereafter, with the Consent in Writing of the Trustees or Trustee for the Time being of the same Indenture, to revoke all or any of the Trusts thereby declared: And whereas by the said Indenture of even Date with the lastly herein-before in part recited Indenture the said *John Meggott Elwes* and *Francis Hart Dyke* covenanted and declared, that they and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should stand possessed of the said Sum of Eight thousand six hundred and fifty Pounds Three *per Cent.* Reduced Bank Annuities upon trust to pay the Dividends, Interest, and annual Produce thereof to or permit the same to be received by the said *Harriet Jenner Fiott* during her natural Life, for her own sole and separate Use and Benefit, and from and after her Decease in trust for all and every the Children and Child of the said *Nicholas Fiott* and the said *Harriet Jenner Fiott*, who being a Son or Sons should attain the Age of Twenty-one Years, or being a Daughter or Daughters should attain that Age or marry, to be divided between or among such Children in equal Shares, and if there should be but One such Child the whole to be in trust for that One Child; and in the Indenture now in recital was contained a Proviso, that if there should be no Child of the said *Harriet Jenner Fiott* by the said *Nicholas Fiott* who being a Son should attain the Age of Twenty-one Years, or being a Daughter should attain that Age or marry, then the said *John Meggott Elwes* and *Francis Hart Dyke*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, after the Decease of the said *Harriet Jenner Fiott*, and such Default or Failure of Issue as aforesaid, stand possessed of the said Trust Monies, or such Part thereof as should not have been applied or disposed of under any of the Trusts, Powers, or Authorities in the same Indenture contained, in trust for such of the Relations by Blood of the said *Nicholas Fiott* at the Date of the same Indenture living, or to be born within Twenty Years from the same Date, in such Shares and under such Provisions and Conditions as the said *Harriet Jenner Fiott* should by Deed duly executed appoint: And whereas by a Deed Poll bearing Date the Fifth Day of *June* One thousand eight hundred and forty-eight, under the Hand and Seal of the said *John Meggott Elwes*, he the said *John Meggott Elwes* renounced the Reversion and Hereditaments conveyed by the herein-before in part recited Indenture of the Twenty-fourth Day of *January* One thousand eight hundred and forty-six to the said *John Meggott Elwes* and *Francis Hart Dyke*, and also the Office of Trustee, and all Powers thereby given to the said *John Meggott Elwes*: And whereas by an Indenture bearing Date the Sixth Day of *June* One thousand eight hundred and forty-eight, and made between the said *Harriet Jenner Fiott* of the First Part, the said *Francis Hart Dyke* of the Second Part, and *Edmund Harden* of *Norwood* in the County of *Surrey*, Clerk, of the Third Part, the said *Harriet Jenner Fiott* and *Francis Hart Dyke*, in exercise of the Power

Indenture, dated 24th Jan. 1846.

Deed Poll, dated 5th June 1848.

Indenture of Appointment, dated 6th June 1848.

Power for that Purpose by the herein-before in part recited Indenture of the Twenty-fourth Day of *January* One thousand eight hundred and forty-six given to them, appointed the said *Edmund Harden* to be a Trustee in the Stead of the said *John Meggott Elwes*, for the Purposes of the same Indenture, and the said *Francis Hart Dyke* thereby conveyed the Trust Premises accordingly: And whereas by a Deed Poll bearing Date the Twenty-first Day of *June* One thousand eight hundred and forty-eight, under the Hand and Seal of the said *Nicholas Fiott*, he the said *Nicholas Fiott* irrevocably nominated and appointed his said Wife *Harriet Jenner Fiott* the sole Guardian of his said Children during their respective Minorities, and of their Property and Effects: And whereas the Manor of *Colworth*, and the Mansion House and other Messuages, Farms, Lands, Tenements, and Hereditaments at *Colworth* in the County of *Bedford*, comprised in the Schedule to this Act annexed, and being the Manor, Messuages, Farms, Lands, Tenements, and Hereditaments in the County of *Bedford* devised by the said *William Lee Antonie* as aforesaid, are of the net annual Value of One thousand one hundred and twenty-nine Pounds Ten Shillings and One Penny, and no more, and the Estate appurtenant to the said Mansion House, consisting of Eight hundred and eighty-six Acres only, or thereabouts, is wholly inadequate thereto, and the Cost of maintaining and keeping the same in repair is very great, and likely to become a heavy Burden upon the Possessors of the said settled Estates, upon which there are Three large Mansion Houses, namely, *Colworth House*, *Hartwell House*, and *Totteridge Park House* in the County of *Hertford*: And whereas the said *Colworth* Estate is not an ancient Estate of the *Lee* Family, nor is the said Mansion, *Colworth House*, an ancient Seat of that Family: And whereas the said *William Lee Antonie* was descended from the Family of *Lee* of *Hartwell*: And whereas the said ancient Family Estate at *Hartwell* and *Stone*, and other adjoining or neighbouring Parishes or Places in the County of *Buckingham*, set forth in the Second Schedule to the herein-before in part recited Act, and consisting of One thousand seven hundred and ninety-six Acres and upwards, is of the net annual Value of Three thousand Pounds and upwards: And whereas the said *Colworth* Estate lies detached and at a considerable Distance from the said *Hartwell* Estate, and is not convenient to be held therewith, and the Care and Management of the said *Colworth* Estate, and especially the maintaining and keeping in repair the said Mansion House at *Colworth*, would, if the same were retained, be attended with very great Expense and Trouble, insomuch as to become seriously prejudicial to the Interests of the Persons beneficially entitled to the said *Colworth* and *Hartwell* Estates under the said Will and the said Act, and it would be greatly for the Convenience, Benefit, and Advantage of all such Persons, and would tend to effectuate the general Views of the said Testator, if the said Manor of *Colworth*, Mansion House, and other Messuages, Farms, Lands, Tenements, and Hereditaments comprised in the Schedule hereto, were vested in Trustees, upon trust to sell the same, and to apply the Money to be produced by the Sale thereof in discharge of the Incumbrances on the said *Hartwell* Estate, for the Benefit of the Persons beneficially entitled to the said Estate as aforesaid, or in Purchase of Lands or Hereditaments adjoining or

Indenture of Appointment, dated 21st June 1848.

near to or convenient to be held with the said *Hartwell* Estate, and to be conveyed and settled to the Uses and upon the Trusts by the said Will declared of the Estates thereby devised in strict Settlement, and which are now subsisting therein under or by virtue of the said Will and the said Indentures of the Seventeenth Day of *February* One thousand eight hundred and thirty-four, the Twenty-fourth Day of *January* One thousand eight hundred and forty-six, and the Sixth Day of *June* One thousand eight hundred and forty-eight: And whereas the said *William Henry Smyth*, *John Rutter*, and *Edward Mullins* are fit and proper Persons to act in the Trusts hereby in them reposed, and are willing to act therein accordingly; but the Objects aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *John Lee* and *Cecilia* his Wife, *Harriet Jenner Fiott* (on her own Behalf and as the Guardian and on behalf of the said Children of the said *Nicholas Fiott*), the said *William Henry Smyth*, *John Rutter*, and *Edward Mullins*, (as Trustees under the said Act,) the said *William Henry Smyth* (as Trustee under the said Indenture of the Seventeenth Day of *February* One thousand eight hundred and thirty-four), and the said *Francis Hart Dyke* and *Edmund Harden* (as Trustees under the said Indentures of the Twenty-fourth Day of *January* One thousand eight hundred and forty-six and the Sixth Day of *June* One thousand eight hundred and forty-eight respectively), do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and immediately after the passing of this Act all and singular the Manor of *Colworth*, Capital Messuage or Mansion House, and other Messuages or Tenements, Farms, Lands, and Hereditaments in the County of *Bedford*, devised by the said *William Lee Antonie* by his said Will, and comprised in the Schedule hereto, with all and every the Rights, Royalties, Members, and Appurtenances thereto respectively belonging or in anywise appertaining, and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits thereof, shall be and the same hereby accordingly are vested in the said *William Henry Smyth*, *John Rutter*, and *Edward Mullins*, their Heirs and Assigns, freed and absolutely acquitted, exonerated, and discharged of and from all and every the Uses, Trusts, Estates, Remainders, Limitations, Conditions, Powers, and Declarations in and by the said Will of the said *William Lee Antonie*, and the said Indentures of the Seventeenth Day of *February* One thousand eight hundred and thirty-four, the Twenty-fourth Day of *January* One thousand eight hundred and forty-six, and the Sixth Day of *June* One thousand eight hundred and forty-eight created, limited, contained, and declared of or concerning the same, and of and from all Trusts arising thereunder by Implication of Law or Equity, but subject to any existing Leases of the same Premises, upon the Trusts, and subject to the Powers, and to and for the Ends, Intents, and Purposes herein-after expressed and declared of and concerning the same, (that is to say,) upon trust that the said *William Henry Smyth*, *John Rutter*, and *Edward Mullins*, or the Survivors or Survivor of them,

Premises comprised in Schedules vested in Trustees for Sale.

them, or other the Trustees or Trustee for the Time being of this Act, do and shall, as soon as conveniently may be after the passing of this Act, or at any Time or Times during the Subsistence of the Trusts hereof, (with the Consent in Writing of the said *John Lee*, or after his Decease with the Consent in Writing of the Person for the Time being entitled to receive the Rents, Issues, and Profits of the Estates to which the said *John Lee* is entitled as Tenant for Life under the said Will and the herein-before in part recited Act, such Person being of the Age of Twenty-one Years, or, in case of such Person being an Infant, with the Consent in Writing of the Guardian of such Infant for the Time being,) sell and absolutely dispose of the said Manor, Mansion House, Messuages, or Tenements, Farms, Lands, and Hereditaments, comprised in the Schedule hereto, and so hereby vested in them the said *William Henry Smyth*, *John Rutter*, and *Edward Mullins*, and their Heirs and Assigns, as aforesaid, with their and every of their Appurtenances, and the Inheritance thereof in Fee Simple, either by public Sale or private Contract, or partly by public Sale and partly by private Contract, and either together and in One Lot, or in such Lots and Parcels as they or he shall think proper, for the most Money that can be reasonably obtained for the same, or grant the same, or any Part or Parts thereof, in exchange for any Hereditaments in the Opinion of the said Trustees or Trustee for the Time being convenient to be held with the said *Hartwell* Estate, or any Estates to be purchased in pursuance of this Act, and upon such Terms, and under such Conditions, Stipulations, and Agreements, as they or he shall think fit as to the Title to be required, or the Evidence to be produced in support of the same, or otherwise, with full Power and Authority for the said Trustees or Trustee for the Time being to buy in the same Hereditaments, or any Part or Parts thereof, at any Sale or Sales by public Auction, and to rescind, alter, or vary any Contract or Contracts which may be entered into for the Sale thereof or of any Part or Parts thereof, and to resell in manner aforesaid the Hereditaments which shall be so bought in, or as to which the Contract or Contracts for Sale shall be so rescinded, without being responsible or answerable for any Loss which may be occasioned thereby, and on any Exchange to receive any Monies for Equality of Exchange, such Monies to be deemed and dealt with as Purchase Money, and upon Payment in manner herein-after mentioned of the Money arising by any such Sale, or, in the event of an Exchange, upon a proper Conveyance being made of the Hereditaments to be taken in exchange, and Payment of the Money, if any, to be paid for Equality of Exchange, do and shall, in completion of such Sale or Exchange, convey and assure the Hereditaments and Premises so to be sold or exchanged as aforesaid freed and discharged from the Trusts of the said Will, and the said Indentures of the Seventeenth Day of *February* One thousand eight hundred and thirty-four, the Twenty-fourth Day of *January* One thousand eight hundred and forty-six, and the Sixth Day of *June* One thousand eight hundred and forty-eight, and do and execute all other Acts, Deeds, Matters, and Things which may be requisite and proper for the Purpose of effectuating such Sale or Exchange as aforesaid: Provided always, that no such Exchange shall be made, except with the Consent of the High Court of Chancery, to be obtained upon Petition in a summary Way.

II. And

Monies arising from Sale to be paid into the Bank in the Name of the Accountant General.

II. And be it enacted, That all and singular the Monies to arise by any Sale or Exchange to be made in pursuance of this Act of the Premises comprised in the Schedule hereto, or any Part thereof, or to be received on the rescinding of any Contract, or in respect of any Deposit or Damages, shall be paid by the Person or Persons by whom such Money shall be payable into the Bank of *England*, in the Name and with the Privity of the Accountant General of the said Court of Chancery, to be placed to his Account there *ex parte* the Purchasers of Part of the settled Estates of *John Lee* Doctor of Laws, pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and to the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four; and the Receipt of any Cashier of the Bank of *England* for any Money paid in as aforesaid under this Act, with the Certificate of the said Accountant General of such Payment annexed thereto, and filed therewith in the Register Office of the said Court, or an Office Copy thereof, shall be an effectual and conclusive Discharge for so much Money as in such Receipt and Certificate shall be expressed to be paid; and the Person or Persons paying such Money, his, her, or their Heirs, Executors, Administrators, or Assigns, shall not afterwards be liable to see to the Application thereof, or be accountable for any Misapplication or Nonapplication of the same or any Part thereof.

The said Monies, until applied, to be invested in Navy, &c. Bills.

III. And be it enacted, That all Monies which, in pursuance of the Directions herein-before contained, shall be paid into the Bank of *England*, or so much thereof as shall not forthwith be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expenses, as herein-after mentioned, shall, in the mean-time and until such Monies shall be applied as herein-after directed, be from Time to Time laid out, under the Direction of the said Court, in the Name of the said Accountant General, in the Purchase of Navy, Victualling, or Exchequer Bills, and the Interest arising from the Bills so purchased, and the Monies to be received for such Bills as the same shall be paid off by Government, shall from Time to Time be laid out, under the Direction of the said Court, and in the Name of the said Accountant General, in Navy, Victualling, or Exchequer Bills, provided that whenever the Navy, Victualling, or Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in course of Payment by Government, and new Bills shall be ready for Issue, such new Bills may be received in exchange for those in course of Payment, under any General or Special Order of the said Court in that Behalf; and all such Navy, Victualling, or Exchequer Bills, whether purchased or exchanged, shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until the same shall be delivered out by the Order of the said Court; and if the Money arising by the Sale or Payment of such Bills shall exceed the Amount of the Money with which the same were purchased, the Amount of such Excess shall be paid to such Person or Persons as would for the Time being be entitled to receive the Rents, Issues, and Profits of the Hereditaments herein-after directed to be purchased with such Money, if such Hereditaments had been purchased accordingly,

IV. And

Court of Chancery may make Orders for selling the Bills and applying the Proceeds.

IV. And be it enacted, That it shall be lawful for the said Court of Chancery, and the same Court is hereby required, upon a Petition preferred to the Court in a summary Way by such Person as last herein-before mentioned, or if such Person shall be under the Age of Twenty-one Years then upon a Petition preferred by his or her Guardian, to make all such Orders as may be necessary or proper for selling any Bills so purchased or received in exchange as aforesaid, and applying the Proceeds in discharging Incumbrances or making Purchases, as herein-after directed, and in defraying Costs, Charges, and Expenses, as herein-after mentioned, and otherwise in the Execution of this Act.

Application of Proceeds.

V. And be it enacted, That out of the Monies to arise as aforesaid the Costs, Charges, and Expenses of applying for and obtaining and passing this Act or incurred in relation thereto, and also the Costs, Charges, and Expenses which shall be incurred in relation to or attending the Sale or Exchange by which such Monies shall be produced, shall be paid and discharged; and the Monies remaining after such Payment shall be paid, laid out, and applied, in such Manner as the said Court shall direct, in Satisfaction and Discharge of any Mortgages or Incumbrances charged upon the said *Hartwell* Estate, or in Purchase or Redemption of Land Tax, Fee-farm Rents, or other Charges on the Inheritance, such Satisfaction and Discharge, Purchase or Redemption, to be wholly for the Benefit of the Persons beneficially entitled to the said Estate as aforesaid, or in Purchase of Freehold, Copyhold, or Customary Manors, Messuages, Lands, Tenements, or Hereditaments adjoining or near to, or, in the Opinion of the said Trustees or Trustee for the Time being, convenient to be held with the said *Hartwell* Estate, (the Copyhold not to exceed One Sixth Part in Value of the Freehold,) or in the Purchase of any Fee-farm Rents, Quit Rents, or perpetual Rent-charges issuing out of Lands or Hereditaments so situate, or in procuring the Enfranchisement of any Lands or Hereditaments of Copyhold or Customary Tenure to be purchased or acquired by Exchange by virtue of this Act, and in Payment for Equality of Exchange, and in defraying all Law and other Expenses of every such Purchase or Exchange, and the Expense of settling the Hereditaments, when purchased, to the Uses herein-after directed.

Lands, &c. purchased to be settled to the Uses of William Lee Antonie's Will.

VI. And be it enacted, That all the Hereditaments and Premises to be purchased out of the Monies arising by the Sale hereby authorized, or to be received in exchange, as aforesaid, shall be conveyed, surrendered, settled, and assured to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Limitations, Conditions, and Declarations to, upon, for, with, under, and subject to which the Estate to be sold under the Authority of this Act stood limited and settled before the passing of this Act, or as near thereto as the Nature and Quality of the Hereditaments so to be purchased and the Circumstances of each Case will admit.

Power to re-sell purchased Lands.

VII. And be it enacted, That at any Time or Times after such Purchase or Exchange as aforesaid, and notwithstanding that the Hereditaments

Hereditaments purchased or received in exchange shall have been settled as last herein-before directed, it shall be lawful for the said *William Henry Smyth*, *John Rutter*, and *Edward Mullins*, or the Survivors or Survivors of them, or other the Trustees or Trustee for the Time being of this Act, (with such Consent, in such Manner, and with such Powers as herein-before required, directed, and given with respect to the Estate hereby vested in the said Trustees, and also with the Consent of the said Court of Chancery, to be obtained upon Petition in a summary Way,) to sell and absolutely dispose of, or grant in exchange and convey, any such Hereditaments or any Part or Parts thereof: Provided always, that the Monies payable on such Sale or Exchange shall be paid into the Bank of *England* in manner herein-before directed with respect to the Purchase Monies herein-before mentioned, and dealt with and employed as forming Part of such other Purchase Monies.

Court of Chancery to make Orders from Time to Time.

VIII. And be it enacted, That it shall be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, from Time to Time to make such Orders as the said Court shall think fit, in and about all Applications to and Proceedings in the said Court to be made or had in pursuance of this Act, and in making and completing the Sales or Exchanges, and in discharging the Incumbrances, and in effecting the Purchases hereby authorized, and in settling the Hereditaments so to be purchased, and otherwise in carrying the Trusts and Purposes of this Act into complete Execution, and from Time to Time to make such Order as the Court shall think fit for Payment of any Costs, Charges, and Expenses attending the Execution of the Trusts of this Act, and any Monies ordered so to be paid shall be paid accordingly out of the Monies to arise as aforesaid; and it shall be lawful for the said Court from Time to Time to make such further and other Order or Orders for effecting the Objects of this Act as the said Court shall think fit.

Premises in the meantime to be held subject to the former Trusts.

IX. And be it enacted, That in the meantime and until the Hereditaments hereby authorized to be sold or exchanged shall be sold or exchanged under the Authority of this Act, the said *William Henry Smyth*, *John Rutter*, and *Edward Mullins*, and the Survivors and Survivor of them, and other the Trustees or Trustee for the Time being of this Act, shall hold the said Hereditaments, and such Part or Parts thereof as shall for the Time being remain unsold, upon the Trusts, and with, under, and subject to the Powers, Limitations, Conditions, and Declarations upon, with, under, and subject to which the same stood limited before the passing of this Act; and that the Rents, Issues, and Profits of the said Hereditaments, and such Part or Parts thereof as shall for the Time being remain unsold, shall be received by such Person or Persons as would for the Time being be entitled to receive the same if this Act not been passed.

Providing for the Consent of Nicholas Fiott.

X. And whereas the said *Nicholas Fiott* has not appeared personally to testify his Consent to this Act: Be it enacted, That this Act shall not, nor shall any of the Provisions herein contained, operate or be of any Effect against the said *Nicholas Fiott*, or any Person or Persons claiming by, from, through, or under him, until the said

Nicholas Fiott shall have signified his Consent to this Act by Writing under his Hand, attested by One or more Witness or Witnesses, such Writing to be enrolled in the said Court of Chancery within Two Years after the passing of this Act; and from and after the Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon the said *Nicholas Fiott*, and all Persons claiming by, from, through, or under him, as if such Consent had been duly testified before the passing of this Act; and such Consent may be in the Form or to the Effect following; that is to say,

'I, NICHOLAS FIOTT, do hereby consent to an Act of Parliament 'passed in the Twelfth and Thirteenth Years of the Reign of 'Queen Victoria, intituled "An Act to authorize the Sale of Part of '"the Estates devised by William Lee Antonie, Esquire, deceased, '"and for applying the Proceeds in Payment of certain Incum-'"brances, and in Purchase of Hereditaments to be limited to the '"Uses declared of certain Estates substituted and settled by an '"Act of the Second and Third Years of the Reign of King William '"the Fourth, intituled 'An Act for vesting the Fee Simple of '"Part of the Freehold Estates devised by the Will of William Lee '"Antonie, Esquire, deceased, in strict Settlement, in his Nephew '"John Lee, Esquire, Doctor of Laws, (subject to a Term of Five '"hundred Years, as an Indemnification against a Sum of Ten '"thousand Pounds and Interest,) and for substituting Part of the '"Fee Simple Estates of the said John Lee in lieu thereof, and '"also for appointing new Trustees of the said settled Estates;' and '"to amend the said Act."'

Trustees only respectively liable.

XI. Provided always, and be it enacted, That the said *William Henry Smyth*, *John Rutter*, and *Edward Mullins*, and other the Trustees for the Time being of this Act, shall not be answerable or accountable, any or either of them, for the other or others of them, but each and every of them only for his and their own Acts or Defaults respectively, nor shall they or any or either of them be answerable or accountable for any Loss or Damage which may happen in or about the Execution of the Trusts hereof, unless the same shall happen by or through their or his own wilful Default respectively: Provided also, that the said *Edward Mullins*, and any future Trustee of this Act who shall be a Solicitor or Attorney, shall be entitled to be paid for all Business done by him as a Solicitor or Attorney in respect of the Trusts hereof in the same Manner in every respect as if he had not been a Trustee hereof.

Power to appoint new Trustees.

XII. And be it enacted, That if the said *William Henry Smyth*, *John Rutter*, and *Edward Mullins*, or any or either of them, or any Trustee or Trustees who shall be appointed as herein-after is mentioned, shall die, or be desirous to be discharged from or refuse or neglect or become incapable or unfit to act in the Trusts hereof, or shall travel or reside out of *Great Britain*, before the said Trusts shall be fully performed and executed, then and in every such Case it shall be lawful for the said *John Lee*, and after his Death for the Person or Persons who would if this Act had not been passed for the Time being be beneficially entitled under the said Will to the Rents,

Rents, Issues, and Profits of the Hereditaments hereby made saleable, (or if such Person or Persons shall be under Age, then for his, her, or their Guardian or respective Guardians,) with the Approbation of the said Court of Chancery, to appoint any Person or Persons to be a Trustee or Trustees, instead of the Trustee or Trustees so dying, or desiring to be discharged, or refusing or neglecting or becoming incapable or unfit, or travelling or residing out of *Great Britain* as aforesaid, and thereupon all the Trust Estates, or such of them as shall remain unsold, shall with all convenient Speed be conveyed and transferred in such Manner as to become legally and effectually vested in such new Trustee or Trustees solely, or jointly with the surviving or continuing Trustees or Trustee, upon the same Trusts and to and for the same Intents and Purposes as are hereby created and declared of and concerning the same, or such of them as shall be then subsisting or capable of taking effect; and such new Trustee or Trustees shall to all Intents and Effects, Constructions and Purposes whatsoever, have all the Powers and Authorities of the Trustee or Trustees in whose Stead he or they shall be so substituted and appointed.

As to the Manor of Edgware.

XIII. And whereas the Manor of *Edgware Boys* otherwise *Edgware* and *Boys* in the County of *Middlesex* was intended to be comprised in the First Schedule to the herein-before in part recited Act, and to pass by the same Act, but was not clearly so comprised, and Doubts have arisen whether it so passed, and it is expedient that such Doubts should be removed: Be it therefore also enacted, That the said Manor of *Edgware Boys* otherwise *Edgware* and *Boys* shall, to and for all Intents, Effects, Constructions, and Purposes whatsoever, be taken to have passed by the herein-before in part recited Act as included in the First Schedule thereto.

General Saving of Rights.

XIV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all Persons, and Bodies Politic and Corporate, his, her, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *John Lee* and *Cecilia* his Wife, *Nicholas Fiott* and *Harriet Jenner* his Wife, and their Children, and the Sons of the said *John Lee* and *Nicholas Fiott* respectively, lawfully begotten or to be begotten, and the Heirs Male of the Body of such Sons, and the said *William Henry Smyth* as Trustee of the said Indenture of the Seventeenth Day of *February* One thousand eight hundred and thirty-four, and his Executors, Administrators, and Assigns, and the said *William Henry Smyth*, *John Rutler*, and *Edward Mullins*, as such Trustees as aforesaid, and other the Trustees and Trustee for the Time being of this Act; and the said *Francis Hart Dyke* and *Edmund Harden*, as such Trustees as aforesaid, and other the Trustees and Trustee for the Time being of the said Indentures of the Twenty-fourth Day of *January* One thousand eight hundred and forty-six and the Sixth Day of *June* One thousand eight hundred and forty-eight, and all and every other Persons and Person to whom any Estate, Right, Title, or Interest, at Law or in Equity, of, in, to, or out of the Hereditaments hereby authorized to be sold, or any of them, or any Part thereof, shall have been devised or limited, or shall have descended

descended or devolved, or shall descend or devolve, under or by virtue of the said Will, or the said Indentures of the Seventeenth Day of *February* One thousand eight hundred and thirty-four, the Twenty-fourth Day of *January* One thousand eight hundred and forty-six, and the Sixth Day of *June* One thousand eight hundred and forty-eight,) all such Estate, Right, Title, Interest, Claim, and Demand of, in, to, or out of the said Hereditaments, or any Part thereof, as they or any of them had before the passing of this Act, or would or might have had or enjoyed if this Act had not been passed.

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

XV. 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.

The SCHEDULE.

Description of Property.	Tenants Names.	Quantity in each Close.	Total Quantity.	Estimated Annual Value.
		A. R. P.	A. R. P.	£ s. d.
In the Parish of Sharnbrook in the County of Bedford.				
The Capital Messuage or Mansion House of Colworth in the said County, with the Out-buildings, Yards, and Pleasure Grounds -	Hollingworth Magniac, Esquire	10 3 19		
The Kitchen Garden - - -	,,	1 3 20		
The Orchard - - - -	,,	1 1 5		
Horse Close - - - -	,,	2 1 10		
Home Paddock - - - -	,,	0 2 7		
Second ditto - - - -	,,	0 3 19		
The Park - - - -	,,	35 0 4		
The Property above described was heretofore formed out of Part of certain Pieces of Land called Horse Close, Dove House Close, the Lawn, King's French Grass Close, &c.				
Piece of Water - - - -	,,	1 1 11		
Spinney or Hill Ground Spring, cleared and laid open to Park - - -	,,	0 1 16		
Ditto (Trees remaining) - - -	,,	0 0 27		
			54 2 18	350 0 0
The Home or Antonie Farm in the Parishes of Sharnbrook and Odell.				
Bushey Leys - - - -	Joseph Hooson and Henry Coles	37 0 6		
Part of Plantation - - - -		0 2 28		
These Pieces of Land were formerly in several Closes, and formed Part of Two Leys, Little and Great Bushey Leys, the Eight Acres, and Part of Pond Close,				
Part of Twelve Shilling Close - -	,,	4 3 28		
Remainder of ditto, and Plantation laid thereto - - - -	,,	3 3 0		
Other Part of ditto - - -	,,	9 1 9		
Roadside Plantation - - -	,,	0 3 20		
Yard and Buildings - - -	,,	0 1 36		
Cooper's Close - - - -	,,	2 1 0		
Quarry Piece - - - -	,,	5 1 35		
These Pieces were formerly otherwise divided, and constituted Part of Closes called Cooper's Close, Twelve Shilling Corner and Close, and Sharnbrook Field.				

Description of Property.	Tenants Names.	Quantity in each Close.	Total Quantity.	Estimated Annual Value.
		A. R. P.	A. R. P.	£ s. d.
The Home or Antonie Farm—continued.				
Ash Tree Piece (Part of Gibbard's Allotment, Woodend Field, Church Field, Stoke Mill Field, Green Ditch, and Long Piece)	Joseph Hooson and Henry Coles	41 0 0		
The Stripe (Part of Gibbard's Allotment, Woodend Field, Church Field, Stoke Mill Field, Green Ditch, and Long Piece)	,,	6 0 24		
Prospect Hill, with Plantation laid thereto (Part of Gibbard's Allotment, Woodend Field, Church Field, Stoke Mill Field, Green Ditch, and Long Piece)	,,	4 1 28		
Woodend Hill (Part of Gibbard's Allotment, Woodend Field, Church Field, Stoke Mill Field, Green Ditch, and Long Piece)	,,	5 3 35		
Part of Old Lane	,,	0 2 35		
Parsons Pits	,,	0 3 24		
Sand Close and Gardeners Spring, now in one	,,	13 1 25		
		137 1 13		
House, Garden, and Premises	,,	0 2 11		
Bear Garden	,,	16 0 7		
Ditto	,,	0 0 17		
Part of Blackholm Spinney, now grubbed and laid to ditto	,,	3 0 11		
Formerly Woodland (now grubbed)	,,	2 1 11		
Home Close	,,	21 3 25		
King's French Glass Close	,,	16 0 12		
Upper Paddock	,,	1 0 39		
Third Paddock	,,	1 0 25		
			199 3 11	205 0 0
Wood End or Trevor Farm in the Parish of Odell.				
Scite of Homestall, &c.	John Ward	2 1 20		
The Pightle	,,	1 2 20		
The Orchard	,,	0 1 36		
Odell Close	,,	9 3 16		
Odell Corner	,,	2 2 25		
Part of Ash Grove Wood (grubbed) *Now in one*	,,	2 2 22		
Louse or Lewis Acre	,,	16 3 29		
Part of Upper Close *Formerly called Middle and Over Close.*	,,	12 0 0		
Remainder of ditto	,,	18 3 20		
Part of Nether Close, with small Plantation added	,,	15 1 10		
Blackholme, &c.	,,	19 1 11		
Part of Moat Coppice (grubbed)	,,	1 3 10		

These Pieces of Land were heretofore differently divided, and are Part of the Closes called Allosie or Alicey, Kent Acres, Spinney, Browindge, Lewis or Louse Acre, Barwick, Clark's Spinney, Ash Grove, Moate Coppice and Odell, Blackholme Long, Round, and Sand Close Spinney.

Description of Property.	Tenants Names.	Quantity in each Close.	Total Quantity.	Estimated Annual Value.
		A. R. P.	A. R. P.	£ s. d.
Wood End or Trèvor Farm—continued.				
Savage's Home Close (*Formerly in one Close, and called Foxholes.*)	John Ward -	8 1 22		
The Nook - -	"	7 3 20		
Savage's Meadow - - - -	"	5 1 17		
Upper Allicey - - - -	"	14 0 37		
Lower ditto - - - -	"	13 1 13		
			153 0 8	171 0 0
New Farm.—Part Extra-parochial and Part in the Parishes of Sharnbrook and Odell.				
Barn Field - - - -	Thomas Swift -	10 3 20		
Yard and Buildings - - -	"	0 2 0		
Part of Middle Ground laid to ditto -	"	0 1 31		
House and Garden - - -	"	0 3 3		
The Six Acres - - - -	"	6 2 32		
Barwick Wood Close - - -	"	11 0 12		
Sheep Ground - - - -	"	15 1 12		
French Grass Close - - -	"	12 3 12		
Part of Barwick Wood (grubbed) - -	"	4 0 0		
			62 2 2	80 0 0
Ash Hill Farm in the Parishes of Souldrope and Sharnbrook.				
Farm House, Yards, &c. - - -	Robert Francis Horne - -	1 3 38		
Ramsleys - - - -	"	8 0 22		
Great Gotsey - - - -	"	12 2 3		
Part of Little Windmill Hill, and Plantations laid thereto - - -	"	4 3 4		
Little Gotsey (Part of), formerly called Clipsey or Gripsey - - - -	"	8 2 5		
Remainder of ditto in Sharnbrook - -	"	1 1 0		
Part of Clipseys - - - -	"	7 0 0		
Remainder of ditto - - -	"	26 2 26		
Late Spinney - - - -	"	0 2 8		
Home Close - - - -	"	8 3 0		
Sheep Hovel, &c. - - - -	"	0 1 8		
Ash Hill - - - - -	"	30 3 16		
Spinney (now grubbed and laid to ditto) -	"	1 2 25		
Middle Corner - - -	"	15 3 32		
Part of ditto (in Sharnbrook) - -	"	0 1 9		
Great Alicey - - - -	"	17 0 8		
Middle Ground - - - -	"	10 2 0		
Sheep Ground - - - -	"	16 3 21		
Bull Ground, including Cottage and Yard (Part of the Closes formerly called Dove House Close, the Lawn, King's French Grass Close, Hop Ground, New Ground, Old Orchard, &c.) - - -	"	16 3 17		
Highway otherwise Ivy Close - -	"	11 1 4		
			201 3 6	200 0 0

Description of Property.	Tenants Names.	Quantity in each Close.	Total Quantity.	Estimated Annual Value.
Ash Hill Farm—continued.				
Cottages, &c.		A. R. P.	A. R. P.	£ s. d.
The Ashes (Cottage Gardens), Sharnbrook -	Various Occupiers	4 1 35	- -	5 5 0
Three Tenements and Gardens, ditto -	Joseph Scrivenor, Joseph Hodby, and Thomas Barcock - -	0 2 5	- -	18 8 0
Two ditto ditto Odell -	William Tunn and William Darnell	0 2 20	- -	8 0 0
Two Tenements and Gardens, Souldrope -	Joseph Pack and H. Darnell -	1 0 0	- -	8 8 0
Two Lodges, Sharnbrook - -	Edward Brown and another -	- -	- -	6 0 0
			6 2 20	
Woods, Plantations, &c.				
Plantation - - - -	In hand -	0 3 39		
Ditto - - - -	„	2 1 1		
Ditto - - - -	„	0 0 21		
Round Wood - - - -	„	15 0 33		
Part of Plantation Plantation - Ditto - Ditto - Ditto - (*These formed Part of the Closes called Cooper's Close, Twelve Shilling Corner and Close, and Sharnbrook Field.*)	„	6 3 17		
	„	1 2 13		
	„	0 1 31		
	„	0 1 0		
	„	0 0 22		
	„	1 2 0		
Ditto - (*Part of Gibbard's Allotment, Wooden Field, Church Field, Stoke Mill Field, Green's Ditch, and Long Piece.*)	„	37 2 0		
Ditto -	„	5 3 32		
Part of Blackholm Spinney - -	„	6 3 0		
Part of Moat Coppice - - -	„	3 0 30		
Parson's Corner Spinney - -	„	4 1 29		
Part of Ash Grove Wood - -	„	2 2 0		
Belt - - - - - -	„	0 3 19		
Louse or Lewis Acre Wood - -	„	36 1 22		
Belt - - - -	„	0 1 11		
Part of Barwick Wood - -	„	20 1 6		
Shaw - - - - -	„	1 2 3		
(*These Pieces of Land were heretofore differently divided, and are Part of the Closes called Alloise or Alicey, Kent Acre Spinney, Browindge, Lewis or Louse Acre, Barwick, Clark's Spinney, Ash Grove, Moate Coppice, and Odell, Blackholme, Long Round, and Sand Close Spinney.*)				
Ditto - - - -	„	0 2 0		
Spinney - - - -	„	1 0 29		
Colworth Thick - - -	„	41 1 0		
Part of Little Windmill Hill, planted -	„	3 1 30		
Roadway - - - -	„	0 0 20		
Plantation - - - -	„	0 2 20		
Plantation, formerly Part of Clipsey or Gripsey Close - - - -	„	6 2 35		

Description of Property.	Tenants Names.	Quantity in each Close.	Total Quantity.	Estimated Annual Value.
Ash Hill Farm—continued.		A. R. P.	A. R. P.	£ s. d.
Remainder of Round Wood (in Souldrope)	In hand -	1 1 32		
Plantation - - - -	„	1 0 0		
Clipsey otherwise Gripsey - -	„	2 3 11		
Plantation - - -	„	0 1 9		
			208 1 35	120 0 0
			886 3 20	1,172 1 0

DEDUCTIONS.

	£ s. d.	
Land Tax on the Estate comprised in this Schedule - - -	38 12 11	
Tithe Rent-charge - - - - - - -	3 14 8	
A Modus - - - - - - -	0 3 4	
	£ 42 10 11	42 10 11
	£	1,129 10 1

Thos Chapman.

Present Occupation and Rental of the Estate in the Schedule.

Tenants Names.	Quantity.	Estimated Annual Value.
	A. R. P.	£ s. d.
Hollingworth Magniac, Esquire - - - -	54 2 18	350 0 0
Joseph Hooson and Henry Coles - - -	199 3 11	205 0 0
John Ward - - - - -	153 0 8	171 0 0
Thomas Swift - - - - - -	62 2 2	80 0 0
Robert Francis Horne - - - - -	201 3 6	200 0 0
COTTAGES AND COTTAGE GARDENS.		
Ashill Cottage Garden Plots - - - -	4 1 35	5 5 0
Three Tenements in Sharnbrook Village, in the Occupation of James Scrivenor and others - - -	0 2 5	18 8 0
Two ditto in Odell, in the Occupation of William Tunn and William Darnell - - - -	0 2 20	8 0 0
Two ditto in Souldrope, in the Occupation of John Pack and Henry Darnell - - - -	1 0 0	8 8 0
Two Lodges at Park Gate, in the Occupation of Brown and another - - - - -	- - -	6 0 0
In hand, Woodland, Plantation, &c. - - -	208 1 35	120 0 0
	886 3 20	£ 1,172 1 0
Deductions - - -	- -	42 10 11
	£	1,129 10 1

Thos Chapman.

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