ANNO DECIMO TERTIO & DECIMO QUARTO

# VICTORIÆ REGINÆ.

## *Cap.* 9.

**An Act for creating Powers of Sale in the Freehold and Copyhold Estates comprised in the Marriage Settlement of *William Bernard Harcourt* deceased, with *Elizabeth Georgiana Harriet* his Wife.** [14th *August* 1850.]

Marriage Settlement, dated 6th February 1846.

WHEREAS by an Indenture of Appointment and Release bearing Date on or about the Sixth Day of *February* One thousand eight hundred and thirty-seven, and made between *Elizabeth Sophia Harcourt* of *St. Leonard's* near *Windsor* in the County of *Berks*, Widow and Relict of *Charles Amedée Harcourt*, late of *Baker Street*, *Portman Square*, in the County of *Middlesex*, Esquire, of the First Part, *William Bernard Harcourt* of *St. Leonard's* aforesaid, Esquire, eldest Son and Heir Apparent of the said *Elizabeth Sophia Harcourt*, of the Second Part, *Elizabeth Georgiana Harriet Cavendish* of *Burlington Gardens* in the said County of *Middlesex*, Spinster, eldest Daughter of the Honourable *Henry Frederick Compton Cavendish*, of the Third Part, the said *Henry Frederick Compton Cavendish* of the Fourth Part, *William Felix Riley* of *Forest Hill* near *Windsor* aforesaid, Esquire, and *Charles Birch Reynardson* of *Hollywell* in the County of *Lincoln*, Esquire, of the Fifth Part, the Right Honourable *Horatio William Walpole* commonly called Lord

*Cavendish's (or Harcourt's) Estate.*

*Walpole*, eldest Son and Heir Apparent of the Right Honourable *Horatio* Earl of *Orford*, and *Frederick John Howard* of *Burlington Gardens* in the County of *Middlesex*, Esquire, then attached to the *British* Embassy at *Paris* in the Kingdom of *France*, of the Sixth Part, and *George Douglas Trevor Bernard Harcourt* of *St. Leonard's* aforesaid and of *Paris* aforesaid, Esquire, and *Spencer Henry de Horsey* of *Upper Grosvenor Street* in the said County of *Middlesex*, Esquire, of the Seventh Part, grounded, so far as the same operated as a Release, on a Lease for a Year bearing Date the Fourth Day of *February* One thousand eight hundred and thirty-seven, reciting that a Marriage had been agreed upon and was intended to be shortly solemnized between the said *William Bernard Harcourt* and *Elizabeth Georgiana Harriet Cavendish*, and reciting that by Indentures of Lease and Release, bearing Date respectively the Seventh and Eighth Days of *December* One thousand eight hundred and thirty-six, duly enrolled in His Majesty's High Court of Chancery, and respectively made or expressed to be made between the said *Elizabeth Sophia Harcourt* of the First Part, the said *William Bernard Harcourt* of the Second Part, and *William Henderson* Gentleman of the Third Part, the Manors, Messuages, Farms, Lands, Tithes, and Hereditaments therein-after described or referred to, and intended to be thereby appointed, granted, and released, were limited (subject and without Prejudice, as to Part of the Premises, to a Jointure or Rent-charge of Two hundred Pounds *per Annum* payable to *Priscilla Jewell*, late the Wife of *Henry Harcourt* Esquire, and then the Wife of *George Jewell* Esquire, or her Assigns, for her Life, and to the Powers and Remedies for the Recovery thereof, and subject to a certain Term of Five hundred Years created by Indentures of Lease and Release bearing Date respectively the Twenty-third and Twenty-fourth Days of *December* One thousand seven hundred and ninety-six, the Release being made or expressed to be made between *Richard Bard Harcourt* of the First Part, *John Hillersden* Esquire, of the Second Part, *Henry Harcourt* of the Third Part, *Roger Boehm* Esquire and Sir *John Frederick* Baronet of the Fourth Part, and *John Rooper* and *John Taylor* of the Fifth Part, as to such Parts of the Premises as were comprised in the same Term, to such of the Trusts of the same Term as were then subsisting, all which Trusts were therein however mentioned to be then satisfied or to have become incapable of taking effect,) to such Uses, upon such Trusts, and to and for such Intents and Purposes, and with, under, and subject to such Powers, Provisoes, Agreements, and Declarations, as the said *Elizabeth Sophia Harcourt* and *William Bernard Harcourt* should, by any Deed or Deeds, Writings or Writing, with or without Power of Revocation and new Appointment, to be by them sealed and delivered in the Presence of and attested by Two or more credible Witnesses, from Time to Time direct, limit, or appoint, and in default of and until such joint Direction, Limitation, or Appointment, and so far as no such

such joint Direction, Limitation, or Appointment should extend, to the Use of the said *Elizabeth Sophia Harcourt* and her Assigns for and during the Term of her natural Life, with Remainder to such Uses, upon such Trusts, and to and for such Intents and Purposes, and with, under, and subject to such Powers, Provisoes, Agreements, and Declarations, as the said *William Bernard Harcourt* should, by by any Deed or Deeds, Writing or Writings, from Time to Time direct, limit, or appoint, and in default of and until such Direction, Limitation, or Appointment, and so far as no such Direction, Limitation, or Appointment should extend, to the Use of the said *William Bernard Harcourt* and his Assigns during his Life, without Impeachment of Waste, with Remainder to the Use of the said *William Henderson* and his Heirs during the Life of the said *William Bernard Harcourt*, in trust for him the said *William Bernard Harcourt* and his Assigns during his Life, with Remainder to the Use of the said *William Bernard Harcourt*, his Heirs and Assigns, for ever, and reciting that the Copyhold Hereditaments therein-after described, and therein-after covenanted to be surrendered, then stood limited to or in trust for the said *Elizabeth Sophia Harcourt* for her Life, with Remainder to or in trust for the said *William Bernard Harcourt*, his Heirs and Assigns, for ever, and reciting that on the Treaty for the said Marriage it was proposed and agreed, by and on the Part of the said *Elizabeth Sophia Harcourt* and *William Bernard Harcourt*, that the Freehold and Copyhold Hereditaments therein-after described or referred to, and appointed, granted and released, and covenanted to be surrendered respectively, or intended so to be, should be settled and assured to the Uses, upon the Trusts, and to and for the Ends, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Limitations, and Declarations therein-after limited, expressed, and contained of and concerning the same Premises respectively, it is witnessed, that in pursuance of the said Proposal and Agreement by and on the Part of the said *Elizabeth Sophia Harcourt* and *William Bernard Harcourt*, and in consideration of the said intended Marriage, they the said *Elizabeth Sophia Harcourt* and *William Bernard Harcourt*, in pursuance and by force and virtue of the Power and Authority to them or either of them given or reserved in and by the said therein-before recited Indentures of Lease and Release of the Seventh and Eighth Days of *December* One thousand eight hundred and thirty-six, and all other Powers and Authorities in them or either of them vested, or in anywise enabling them or either of them in that Behalf, and in exercise and execution of the same respectively, did, and each of them did, by the now-reciting Deed or Writing, by them sealed and delivered in the Presence of and attested by Two credible Witnesses, direct, limit, and appoint that all and singular the Manors, Messuages, Farms, Lands, Tithes, and Hereditaments comprised in the therein-before recited Indentures of Lease and Release of the

Seventh and Eighth Days of *December* One thousand eight hundred and thirty-six, and therein-after described and referred to, and intended to be thereby granted and released, with the Appurtenances, should thenceforth go, remain, and be to the Uses, upon the Trusts, and to and for the Ends, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Limitations, Declarations, and Agreements therein-after limited, expressed, and declared of and concerning the same; and it is by the now-reciting Indenture further witnessed, that in further pursuance of the said Proposals and Agreements by and on the Part of the said *Elizabeth Sophia Harcourt* and *William Bernard Harcourt*, and for the Considerations aforesaid, and also for the nominal Consideration to them the said *Elizabeth Sophia Harcourt* and *William Bernard Harcourt* paid by the said *William Felix Riley* and *Charles Birch Reynardson*, they the said *Elizabeth Sophia Harcourt* and *William Bernard Harcourt* and each of them did grant, bargain, sell, alien, release, and confirm unto the said *William Felix Riley* and *Charles Birch Reynardson*, and to their Heirs and Assigns, all those several Manors of *Pendley*, *Wigginton*, and *Brunstrux* otherwise *Riccardens* with *Hastoe* in the County of *Hertford*, and also all that Capital Messuage or Mansion House called *Pendley Hall*, with the Meadow, Lawn, or Pasture Ground wherein the said House stood, situate in the Parish of *Aldbury* and *Tring* in the said County of *Hertfort*, and also all those several Closes or Pieces or Parcels of Arable Land, Wood, and Wood Ground in the Parishes of *Tring* and *Aldbury* and in the Parish of *Wigginton* in the said County of *Hertford*, formerly in the Occupation of *Richard Bard Harcourt* Esquire, or his Assigns, also all that Farmhouse, and all those several Closes, Pieces, and Parcels of Arable Land, Ley, Meadow, and Pasture Ground, called *Pendley Farm*, situate in the said Parishes of *Aldbury*, *Wigginton*, and *Tring*, formerly in the Occupation of *John Woodman* as Tenant thereof, or his Under-tenants, at the yearly Rent of Three hundred and seventy-five Pounds, also all that Farmhouse, and several Pieces and Parcels of Arable Land, Ley, Meadow, or Pasture Ground, called the *Wigginton Farm*, situate in the said Parishes of *Wigginton* and *Aldbury*, formerly in the Occupation of *Benjamin Bachelor*, and afterwards of *Thomas Woodman* the younger, at the yearly Rent of Sixty-two Pounds Ten Shillings, also all that Messuage or Tenement situate at *Brunstrux Hill* in the said Parish of *Tring*, and the several Closes and Pieces or Parcels of Arable Land and Meadow thereto belonging, formerly in the Occupation of *George Beckett* as Tenant thereof, at the yearly Rent of Fourteen Pounds or thereabouts, or so much and such Parts thereof as were Freehold and not Copyhold, and also all that the Manor of *Cranwell* otherwise *Cranewell* otherwise *Crendwell*, with the Rights, Members, and Appurtenances thereof, in the County of *Bucks*, also all that Messuage called *Cranwell House*, and also all and singular the Closes, Pieces,

and

and Parcels of Arable Land, Ley, Meadow, and Pasture Grounds, called *Cranwell Farm*, situate, lying, and being in the Parishes of *Waddesdon* and *Wingrave* in the said County of *Bucks*, and all Tithes of Corn, Grain, and Hay growing, arising, or renewing yearly or oftener of and from the same Lands and Premises formerly in the Occupation of the said *Richard Cox* as Tenant thereof, at the yearly Rent of Four hundred Pounds, and also all that the Manor or Lordship of *Mentmore with Ledborne*, with the Rights, Members, and Appurtenances thereof, in the County of *Buckingham*, and all that the Capital Messuage or Mansion House situate and being in *Mentmore* aforesaid, with the Courts, Yards, Gardens, and Homestead thereunto belonging or appertaining, or therewith used, occupied, or enjoyed, containing together Three Roods and Thirty-six Perches or thereabouts, and also all that Messuage or Cottage, with the Orchard wherein the same then stood or formerly stood, lying near to the said Capital Messuage, and all those several Fields, Closes, and Pieces or Parcels of Arable Land, Meadow, and Pasture Ground, situate, lying, and being in the said Parish of *Mentmore*, formerly in the Occupation of *John Preswell*, afterwards of *Henry Wilkes* and of *Thomas Wilkes*, also all that other Messuage or Tenement and Farm situate and being in *Mentmore* aforesaid, with the Yards, Gardens, Orchard, and Homestead thereunto belonging or appertaining, and all those several Fields, Closes, and Pieces or Parcels of Arable Land, Meadow and Pasture Ground, situate, lying, and being in the said Parish of *Mentmore*, which were formerly in the Occupation of *Joseph Mead*, afterwards of *William Ellingham*, and then late also in the Occupation of the said *Thomas Wilkes*, and all the Tithes of Corn, Grain, and Hay yearly or otherwise coming, growing, and renewing in, out, upon, or from the said Farms, Lands, Grounds, and Premises, and all which said Messuages, Tenements, Farms, and Premises at *Mentmore* aforesaid then late were in the Tenure or Occupation of the said *Thomas Wilkes* as Tenant thereof, at the yearly Rent of Two hundred and fifty Pounds, and all that the Advowson, Donation, Right of Patronage or Presentation of, in, and to the Vicarage and Church of *Mentmore* aforesaid, also all that the Capital Messuage or Tenement called or known by the Name of the *Broyle Place*, situate, lying, and being in the Parish of *Ringmer* in the County of *Sussex*, and also all that Farm and several Pieces and Parcels of Arable Land, and Ley or Meadow Ground, Hereditaments, and Appurtenances thereunto belonging, commonly called or known by the Name of *Broyle Place Farm*, containing by Estimation Four hundred Acres, more or less, and also all that other Parcel of Land called *Spoonfield*, lying in *Laughton* in the said County of *Sussex*, and containing Seven Acres, more or less, and also all Coppice and Underwoods to the said Farm, Lands, and Premises belonging or appertaining, and also all that the Impro-

priate Rectory of *Ringmer* aforesaid, together with all Tithes, Emoluments, and Appurtenances thereto belonging, and all the Hereditaments to the said Premises belonging, then late let, together with certain Copyhold Lands and Tenements, to *Smith*, at the yearly Rent of Four hundred Pounds, and also all that Capital Messuage or Tenement and Farm, with the Barns, Stables, Buildings, Gardens, Orchards, several Closes and Pieces or Parcels of Arable Land, Ley, or Meadow Ground, Lands, and Hereditaments thereto belonging, commonly called or known by the general Name of *Whiligh Farm*, as the same was formerly in the Tenure or Occupation of *John Ellman*, afterwards of *Thomas Blundell* the younger, and then late of *William Aldridge*, or his Under-tenants, situate, lying, and being in the Parish of *East Hoathley* otherwise *East Hothly* in the said County of *Sussex*, containing by Estimation Four hundred Acres, were the same more or less, and all the Tithes of Corn, Grain, and Hay growing, arising, and renewing upon the said Lands and Premises, and then late let to the said *William Aldridge* at the yearly Rent of One hundred and eighty Pounds, and also all those several Pieces and Parcels of Wood and Woodland and Coppice Ground situate in the said Parishes of *East Hoathley* otherwise *East Hothly* and *Ringmer* aforesaid, then late in the Hands or Possession of the said *Richard Bard Harcourt* in right of the said *Rachael* his Wife, or so much and such Parts of all and singular the said Lands, Woods, and Woodgrounds, Hereditaments, and Premises in the said County of *Sussex* as were Freehold and not Copyhold, all which said Messuages, Farms, and Lands, together with the Copyhold Hereditaments therein-after mentioned and covenanted to be surrendered, were then in the Occupation of the several Tenants at the several yearly Rents mentioned in the Schedule thereunder written or thereunto annexed, and all and singular other the Freehold Hereditaments comprised in the same Schedule, and also all and singular other the Freehold Manors, Messuages, Farms, Lands, Rents, Tithes, and Hereditaments (if any) comprised in the therein-before recited Indentures of Lease and Release of the Seventh and Eighth Days of *December* One thousand eight hundred and thirty-six, with the Rights, Members, and Appurtenances to the same respectively belonging or appertaining, (save and except out of the now-reciting Indenture, as not intended to be comprised in or conveyed by the same, all those Three Acres Three Roods and Seven Perches of Land in the said Parish of *Mentmore* sold or agreed to be sold to the Railway Company, the Consideration for which, and also the Consideration for Severance, Loss, and Inconvenience, were to be received by the said *Elizabeth Sophia Harcourt* and *William Bernard Harcourt* for their own Use, and also save and except out of the now-reciting Indenture, as not intended to be comprised in or conveyed by the same, all those several Pieces of Land in the said Parish of *Aldbury*, containing respectively Three Roods and Twelve Perches, Three Roods and

Twelve

*Cavendish's (or Harcourt's) Estate.*

Twelve Perches, One Acre, Three Roods and Fourteen Perches, Two Roods and Thirty-six Perches, and Four Acres Three Roods and Sixteen Perches; also all that Piece of Land in the said Parish of *Tring* containing One Acre Three Roods and Thirty-four Perches, which said excepted Lands in *Aldbury* and *Tring*, containing in the whole Eleven Acres and Four Perches, were sold or agreed to be sold to the Railway Company, and the Consideration for which and all other Compensation to be paid by the said Company was to be received by the said *Elizabeth Sophia Harcourt* and *William Bernard Harcourt* for their own Use,) to hold the said Manors, Messuages, Farms, Lands, Tithes, Hereditaments, and Premises thereby granted and released, with their and every of their Rights, Members, and Appurtenances, (but subject as to Part of the said Premises, and without Prejudice to the therein-before mentioned Jointure Rent-charge of Two hundred Pounds *per Annum* payable to the said *Priscilla Jewell* or her Assigns as aforesaid,) unto the said *William Felix Riley* and *Charles Birch Reynardson*, their Heirs and Assigns, to the Uses, upon the Trusts, and to and for the Ends, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Limitations, Agreements, and Declarations therein-after limited, expressed, and declared of and concerning the same; and it was thereby agreed and declared between and by the said Parties to the now-reciting Indenture, that the Direction, Limitation, and Appointment, Grant, Release, and Confirmation, therein-before made as aforesaid, should respectively operate and enure to the Uses, upon the Trusts, and to and for the Ends, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Limitations, Agreements, and Declarations therein-after limited, expressed, and declared of and concerning the same; (that is to say,) until the said intended Marriage should take effect and be solemnized, to such and the same Uses, upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoes, Declarations, and Limitations as the said several Manors and Hereditaments at the Time of or immediately before the Execution of the reciting Indenture were or stood limited, settled, and assured; and from and immediately after the Solemnization of the said intended Marriage, to the Use of the said *Horatio William* Lord *Walpole* and *Frederick John Howard*, their Executors, Administrators, and Assigns, for and during and unto the full End and Term of Ninety-nine Years, to commence and be computed from the Day of the Solemnization of the said intended Marriage, and from thence next ensuing, and fully to be complete and ended, without Impeachment of Waste, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Agreements, therein-after expressed, declared, and contained of and concerning the same Term; and from and immediately after the End, Expiration, or other sooner Determination

Determination of the said Term of Ninety-nine Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said *Elizabeth Sophia Harcourt* and her Assigns for and during the joint natural Lives of herself and the said *William Bernard Harcourt*, without Impeachment of or for any Manner of Waste; and from and immediately after the Determination of that Estate, by Forfeiture or otherwise, during the joint Lives of the said *Elizabeth Sophia Harcourt* and *William Bernard Harcourt*, to the Use of the said *William Felix Riley* and *Charles Birch Reynardson*, and their Heirs, during the joint Lives of the said *Elizabeth Sophia Harcourt* and *William Bernard Harcourt*, in trust to preserve and 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, but nevertheless to permit and suffer the said *Elizabeth Sophia Harcourt* and her Assigns, during the joint Lives aforesaid, to receive and take the Rents, Issues, and Profits of the said Manors, Hereditaments, and Premises to and for her and their own Use and Benefit; and from and immediately after the Decease of the said *William Bernard Harcourt*, whether he should survive or should die in the Lifetime of the said *Elizabeth Sophia Harcourt*, to the Use, Intent, and Purpose that the said *Elizabeth Georgiana Harriet Cavendish* (in case she should survive the said *William Bernard Harcourt*) and her Assigns should and might, from and immediately after the Decease of the said *William Bernard Harcourt*, yearly have, receive, take, and enjoy, for and during the Term of her natural Life, by and out of the said Manors and other Hereditaments, One clear yearly Rent or annual Sum of Five hundred Pounds of lawful Money of *Great Britain*, free from Taxes, and without any other Deduction whatsoever; and also should and might, from and immediately after the Decease of the said *William Bernard Harcourt*, yearly have, receive, take, and enjoy, so long as she should remain the Widow of the said *William Bernard Harcourt*, by and out of the said Manors and other Hereditaments, a further clear Rent or annual Sum of Five hundred Pounds, free from Taxes, and without any other Deduction whatsoever; and to the further Use and Intent that the said *Elizabeth Georgiana Harriet Cavendish* (in case she should survive the said *William Bernard Harcourt*) and her Assigns should and might, from and after the Decease of the Survivor of them the said *William Bernard Harcourt* and *Elizabeth Sophia Harcourt*, yearly have, receive, and take, during the Term of her natural Life, by and out of the said Manors and other Hereditaments, a further clear yearly Rent or annual Sum of Five hundred Pounds, free from all Taxes, and without any other Deduction whatsoever, and should and might, from and after the Decease of the Survivor of them the said *William Bernard Harcourt* and *Elizabeth Sophia Harcourt*, yearly have, receive, and take and enjoy, so long as she should remain the Widow of the said *William*

*Cavendish's (or Harcourt's) Estate.*

*Willidm Bernard Harcourt*, by and out of the said Manors and other Hereditaments, a further clear yearly Sum or annual Rent-charge of Five hundred Pounds, free from Taxes, and without any Deduction whatsoever, such yearly Rents or annual Sums, or such of them as should from Time to Time become due and payable, to be paid and payable to the said *Elizabeth Georgiana Harriet Cavendish* and her Assigns by quarterly Payments on the Days and in the Manner therein mentioned; and in the reciting Indenture were contained Powers of Entry and Distress, and of Perception of the Rents and Profits of the said Hereditaments, in case any quarterly Payment or Payments of any or either of the said yearly Rents or annual Sums of Five hundred Pounds, Five hundred Pounds, Five hundred Pounds, and Five hundred Pounds, so payable in the Events and for the Time being as aforesaid, or any Part of the same respectively, should at any Time or Times be in arrear or unpaid by the respective Spaces therein mentioned next over or after any of the said Days whereon the same ought to be paid; and, subject to and charged and chargeable with the several Annuities therein-before limited, or such of them as according to the Events should become payable as aforesaid, and to the Remedies and Powers therein-before given and provided for securing the same respectively or otherwise, to the Use of the said *George Douglas Trevor Bernard Harcourt* and *Spencer Henry de Horsey*, their Executors, Administrators, and Assigns, for and during and unto the full End and Term of Five hundred Years, to be computed from the Decease of the said *William Bernard Harcourt*, and thence next ensuing, and fully to be complete and ended, without Impeachment of Waste, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Agreements therein-after declared or expressed of and concerning the same; and from and immediately after the End, Expiration, or other sooner Determination of the said Term of Five hundred Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said *Elizabeth Sophia Harcourt* and her Assigns for and during the Term of her natural Life, without Impeachment of Waste; and from and immediately after the Determination of that Estate in her Lifetime, to the Use of the said *William Felix Riley* and *Charles Birch Reynardson*, and their Heirs, during the Life of the said *Elizabeth Sophia Harcourt*, in trust to preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed, but nevertheless to permit and suffer the said *Elizabeth Sophia Harcourt* and her Assigns during her Life to receive and take the Rents, Issues, and Profits of the said Premises for her and their own Use and Benefit; and from and immediately after her Decease, to the Use of the said *William Bernard Harcourt* and his Assigns for and during the Term of his natural Life, without Impeachment of Waste; and from and immediately

after the Determination of that Estate in his Lifetime, to the Use of the said *William Felix Riley* and *Charles Birch Reynardson*, and their Heirs, during the Life of the said *William Bernard Harcourt*, in trust to preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed, but nevertheless to permit and suffer the said *William Bernard Harcourt* and his Assigns during his Life to receive and take the Rents, Issues, and Profits of the said Premises to and for his and their own Use and Benefit; and from and immediately after his Decease, to the Use of the First, Second, Third, Fourth, Fifth, Sixth, and all and every other the Son and Sons of the Body of the said *William Bernard Harcourt* on the Body of the said *Elizabeth Georgiana Harriet Cavendish* lawfully to be begotten, severally, successively, and in remainder one after another, as they and every of them should be in Seniority of Age and Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Sons and Son lawfully issuing, the elder of such Sons, and the Heirs Male of his Body issuing, being always to take before and be preferred to the younger of such Sons and the Heirs Male of his and their Body and respective Bodies issuing; and for Default of such Issue, to the Use of the First, Second, Third, Fourth, Fifth, Sixth, and all and every other the Son and Sons of the Body of the said *William Bernard Harcourt* on the Body of the said *Elizabeth Georgiana Harriet Cavendish* lawfully to be begotten, severally, successively, and in remainder one after another, as they and every of them should be in Seniority of Age and Priority of Birth, and of the several and respective Heirs of the Body and Bodies of all and every such Son and Sons lawfully issuing, the elder of such Sons and the Heirs of his Body issuing being always to take before and be preferred to the younger of such Sons and the Heirs of his and their Body and respective Bodies issuing; and for Default of such Issue, to the Use of all and every the Daughter and Daughters of the Body of the said *William Bernard Harcourt* on the Body of the said *Elizabeth Georgiana Harriet Cavendish* lawfully to be begotten, equally to be divided between or amongst them, Share and Share alike, as Tenants in Common, and not as Joint Tenants, and of the several and respective Heirs of the Body and Bodies 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 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 the Daughter and Daughters of the Body of the said *William Bernard Harcourt* on the Body of the said *Elizabeth Georgiana Harriet Cavendish* lawfully to be begotten, equally to be divided between or among them, if more than One, Share and Share alike, as Tenants in Common, and not as

Joint

Joint Tenants, and of the several and respective Heirs of their 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 lawfully issuing; and for Default of such Issue, to the Use of the said *William Bernard Harcourt*, his Heirs and Assigns, for ever; and as, to, for, and concerning the said Term of Ninety-nine Years therein-before limited in Use to the said *Horatio William* Lord *Walpole* and *Frederick John Howard*, their Executors, Administrators, and Assigns, as aforesaid, it was thereby declared, that the same was so limited to them upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Agreements therein-after expressed, declared, and contained of and concerning the same; (that is to say,) upon trust that the said *Horatio William* Lord *Walpole* and *Frederick John Howard*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should, during the joint Lives of the said *William Bernard Harcourt* and *Elizabeth Georgiana Harriet Cavendish*, raise as therein mentioned the annual Sum of Three hundred Pounds of lawful Money of *Great Britain*, free from all Taxes and Deductions whatsoever, and should pay, apply, and dispose of the same for the separate Use of the said *Elizabeth Georgiana Harriet Cavendish*; and upon further Trust that they the said *Horatio William* Lord *Walpole* and *Frederick John Howard*, their Executors, Administrators, and Assigns, should permit and suffer the Person or Persons for the Time being entitled to the said Hereditaments and Premises, or the Rents, Issues, and Profits thereof, expectant on the said Term of Ninety-nine Years, to receive and take the Residue of the said Rents, Issues, and Profits of the said Manors, Hereditaments, and Premises, after full Payment and Satisfaction of the said annual Sum of Three hundred Pounds, and all Costs and Charges attending the Execution of the aforesaid Trusts or in relation thereto, to and for her, his, or their own Use and Benefit; and as to, for, and concerning the said Term of Five hundred Years therein-before limited in Use to the said *George Douglas Trevor Bernard Harcourt* and *Spencer Henry de Horsey*, their Executors, Administrators, and Assigns, as aforesaid, it was thereby agreed and declared, that the same was limited to them upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Agreements therein-after expressed, declared, and contained of and concerning the same; (that is to say,) upon trust, in case any quarterly Payment or Payments of any or either of the said yearly Rents or annual Sums of Five hundred Pounds, Five hundred Pounds, Five hundred Pounds, and Five hundred Pounds, so payable in the Events and for the Time being as aforesaid, or any Part of the same respectively, should at any Time or Times be in arrear and unpaid by the Space

of Forty Days next over or after any or either of the said Days of Payment whereon the same were appointed to be paid as aforesaid, although no formal or legal Demand thereof should be made, then to raise the same as therein mentioned, together with all Loss, Costs, Charges, Damages, and Expenses which the said *George Douglas Trevor Bernard Harcourt* and *Spencer Henry de Horsey*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, or the said *Elizabeth Georgiana Harriet Cavendish* or her Assigns, should and might respectively bear, pay, sustain, expend, or be put unto for or by reason of such Nonpayment, and should pay, apply, and dispose of the said Monies accordingly; and upon further Trust, in case there should be One or more Child or Children of the Body of the said *William Bernard Harcourt* on the Body of the said *Elizabeth Georgiana Harriet Cavendish*, his intended Wife, to be begotten, other than and besides an eldest or only Son for the Time being entitled under the Limitations therein-before contained to the said Manors, Hereditaments, and Premises, either in possession, or reversion immediately expectant upon the Decease of the Survivor of them the said *Elizabeth Sophia Harcourt* and *William Bernard Harcourt*, that they the said *George Douglas Trevor Bernard Harcourt* and *Spencer Henry de Horsey*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should, after the Decease of the Survivor of them the said *William Bernard Harcourt* and *Elizabeth Georgiana Harriet Cavendish*, and whether the said *Elizabeth Sophia Harcourt* should be living or deceased, raise as therein mentioned the Sums therein mentioned; and upon further Trust that they the said *George Douglas Trevor Bernard Harcourt* and *Spencer Henry de Horsey*, and the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should permit and suffer the Person or Persons to whom the next immediate Reversion or Remainder expectant upon the Determination of the said Term of Five hundred Years of and in the Hereditaments and Premises therein comprised should for the Time being belong, to receive the Residue or Surplus of the Rents and Profits which should remain after and not be applied in or towards the Execution and Performance of the Trusts thereby declared of the said Term of Five hundred Years; and in the now-reciting Indenture is contained a Proviso, and it was thereby further agreed and declared, that it should and might be lawful to and for the said *William Bernard Harcourt* (notwithstanding any of the Uses, Trusts, Powers, Terms of Years, and other Charges and Estates therein-before limited, created, or declared, save and except and subject nevertheless and without Prejudice to the Estates or Interests therein-before limited to the said *Elizabeth Sophia Harcourt*,) by any Deed or Deeds, Instrument or Instruments in Writing, to be by him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament

Testament in Writing, or any Codicil or Codicils thereto, to be by him signed and published in the Presence of and attested by Three or more credible Witnesses, to grant, limit, appoint, or devise the said Manors, Hereditaments, and Premises mentioned to be thereby appointed, granted, and released, or intended so to be, or any of them, or any Part thereof, unto any Person or Persons whomsoever, for any Term or Number of Years, with or without Impeachment of Waste, upon trust, by Sale or Mortgage of the Hereditaments so to be granted, demised, limited, or appointed, for all or any Part of such Term, or out of the Rents, Issues, and Profits thereof, or by all or any One or more of the Ways or Means aforesaid, (subject nevertheless and without Prejudice as last aforesaid,) to raise and levy any Sum or Sums of Money not exceeding in the whole the Sum of Five thousand Pounds of lawful Money of *Great Britain*, with Interest for the same at any Rate not exceeding Five *per Cent. per Annum*, to be computed from the Decease of the said *Elizabeth Sophia Harcourt* or any subsequent Period, and to be paid and payable to the said *William Bernard Harcourt*, his Executors or Administrators, or to such Person or Persons, and to and for such Ends, Intents, and Purposes, and in such Manner and Form, as the said *William Bernard Harcourt*, in and by such Deed or Instrument in Writing, or Will or Codicil respectively, should direct or appoint, so as in every such Grant, Limitation, Devise, or Appointment there should be contained a Proviso or Declaration for such Term to cease and be void, or to attend the Freehold and Inheritance of the Premises therein comprised, when the Sum or Sums of Money so to be charged thereon should be paid, and the Trusts of the said Term should be fully satisfied and performed, or should by any other Means be discharged or become incapable of taking effect; and in the Indenture now in recital are contained Powers for the said *William Bernard Harcourt* to jointure a future Wife, and charge with Portions for the Children of a future Marriage, neither of which Powers can now become exercisable; and in the same Indenture are also limited certain Powers of leasing exercisable by the said *Elizabeth Sophia Harcourt* during her Life, and after her Death by the said *William Bernard Harcourt* during his Life, and after his Death by the Guardian or Guardians for the Time being of the Child or Children of the said *William Bernard Harcourt* and *Elizabeth Georgiana Harriet Cavendish* for the Time being entitled as therein mentioned, during the Minority or respective Minorities of such Child or Children; and it is by the reciting Indenture agreed and declared, that it should be lawful to and for the said *William Felix Riley* and *Charles Birch Reynardson*, and the Survivor of them, and the Executors or Administrators of such Survivor, and they and he were thereby authorized and empowered, at any Time or Times thereafter, at the Request and by the Direction of the said *Elizabeth Sophia Harcourt* during her

Life, and after her Death of the said *William Bernard Harcourt* and *Elizabeth Georgiana Harriet Cavendish* during their joint Lives, and in case the said *Elizabeth Georgiana Harriet Cavendish* should depart this Life in the Lifetime of the said *William Bernard Harcourt*, then, at the Request and by the Direction of the said *William Bernard Harcourt* during his Life, such Request and Direction to be testified by some Writing or Writings under the Hand and Seal or Hands and Seals of the Person or Persons for the Time being empowered to make such Request and Direction as aforesaid, to make sale, alien, and dispose of, or to convey in Exchange or by way of Partition, for or in lieu of other Manors, Messuages, Lands, and Hereditaments in *England* or *Wales*, all or any Part of the Manors and Hereditaments mentioned to be thereby appointed, granted, and released, or intended so to be, with the Appurtenances, and the Inheritance thereof in Fee Simple, to any Person or Persons whomsoever, either together or in Parcels, and for such Price or Prices in Money, and for such Equivalent or Recompence in Manors, Messuages, Lands, or Hereditaments, as to them the said *William Felix Riley* and *Charles Birch Reynardson*, or the Survivor of them, or the Executors or Administrators of such Survivor, should seem reasonable; and for the Intents and Purposes aforesaid or any of them it should and might be lawful to and for the said *William Felix Riley* and *Charles Birch Reynardson*, and the Survivor of them, and the Executors or Administrators of such Survivor, at such Request and by such Direction, and so testified as aforesaid, by any Deed or Deeds, Writing or Writings, to be by them the said *William Felix Riley* and *Charles Birch Reynardson*, or the Survivor of them, or the Executors or Administrators of such Survivor, sealed and delivered in the Presence of and attested by Two or more credible Witnesses, to revoke, determine, and make void all and every the Uses, Estates, Trusts, Limitations, Powers, Provisoes, and Agreements thereinbefore limited, expressed, declared, and contained of and concerning the Hereditaments so to be sold or exchanged, or any Part thereof, and by the same or any other Deed or Deeds, Writing or Writings, to be by her, them, or him sealed and delivered and attested as aforesaid, limit and appoint, direct or declare such Use or Uses, Estate or Estates, Trust or Trusts of the Hereditaments the Uses whereof should be so revoked, as it should be thought necessary or expedient to limit, declare, or appoint in order to effect such Sale, Exchange, or Disposition, or Partition as aforesaid; and that upon any such Exchange or Partition as aforesaid it should and might be lawful to and for the said *William Felix Riley* and *Charles Birch Reynardson*, or the Survivor of them, or the Executors or Administrators of such Survivor, to receive or take or to agree to pay any Sum or Sums of Money by way of Equality of Exchange or Partition, and to limit the Hereditaments received in Exchange or

upon

upon any Partition to any Person or Persons for any Term or Number of Years, either by way of Mortgage or upon any Trusts for securing the Payment of any Sum or Sums of Money which the said Trustees or Trustee should agree to pay for Equality of Exchange or Partition; and also, upon Payment of any Money to arise by such Sale of the said Hereditaments or any Part thereof, or to be received or taken for or by way of Equality of Exchange or Partition, it should and might be lawful to and for the said *William Felix Riley* and *Charles Birch Reynardson*, or the Survivor of them, or the Executors or Administrators of such Survivor, to give and sign Receipts for the Money for which the same should be so sold, or which should be received for Equality of Exchange or Partition, which Receipts should be sufficient Discharges to the Person or Persons paying the same respectively for such Sum and Sums of Money as in such Receipts should be respectively acknowledged or expressed to be received, and that the Person or Persons paying the same respectively, and taking such Receipt or Receipts for the same as aforesaid, should not afterwards be obliged to see to the Application or be in anywise answerable or accountable for any Loss, Misapplication, or Nonapplication of such Money or any Part thereof; and in the Indenture now in recital are contained the usual Directions for investing the Monies arising by Sale or on Exchange or Partition in the Purchase of other Lands, and for the Settlement of such Lands, and of the Lands received in Exchange or Partition, to the Uses of the Indenture now in recital, and for the Investment of such Money in the meantime and until such Purchase upon Government or Real Securities in the Manner usual in like Settlements; and it is by the reciting Indenture further witnessed, that in further pursuance of the said Proposal and Agreement on the Part of the said *Elizabeth Sophia Harcourt* and *William Bernard Harcourt*, and in consideration of the Premises, and for the nominal Consideration therein mentioned, the said *Elizabeth Sophia Harcourt* and *William Bernard Harcourt*, for themselves jointly and severally, and for their and each of their Heirs, Executors, and Administrators, did and each of them did thereby covenant and agree with and to the said *William Felix Riley* and *Charles Birch Reynardson*, their Heirs and Assigns, that in case the said Marriage should be solemnized they the said *Elizabeth Sophia Harcourt* and *William Bernard Harcourt*, and each of them, their and each of their Heirs, and all other necessary Parties, should and would, within the Space of Three Calendar Months next after the Solemnization thereof, well and effectually surrender or cause to be surrendered into the Hands of the respective Lords or Ladies of the Manors of which the same should be respectively holden, according to the Customs of the said Manors respectively, all that Piece or Parcel of Customary Meadow or Pasture Land, with the Appurtenances, called by the Name of *Spoonfields*, containing in the whole by Estimation Five

Acres,

*Cavendish's (or Harcourt's) Estate.*

Acres, more or less, lying and being in the Parish of *Laughton*, formerly Parcel of a Tenement called *Selwynn*, late *Walters* Gentleman, before *John Watson* Esquire, and before *Briggs*, and formerly *Waleys*, *Stapleys*, and *Springetts*, and holden of the Lord of the said Manor of *Laughton* by the yearly Rent of Twenty-one Shillings, and also all those several Pieces or Parcels of Customary Land containing in the whole by Estimation Twenty Acres, more or less, with the Appurtenances, lying and being in the Parish of *Easthothly*, One Parcel thereof was called the *Brookland Mead*, containing One other Parcel thereof, called the *Hop Ground*, known by the Name of *Keasley Brook*, containing Two other Parcels thereof, called the *Horse Paddock*, containing adjoining to the Demesne Lands called the *Red Lane Coppice*, late Sir *Robert Faggs* Baronet, before Sir *Robert Faggs* Baronet, before *John Faggs* Esquire, and formerly *Butlers*, and holden of the Lord of the said Manor by the yearly Rent of Fifteen Shillings and Sixpence; and also all those several Pieces of Customary Land lying in *Easthothly* aforesaid, called, distinguished, and known as therein-after mentioned, (that is to say,) One Piece called the *Peatfield*, containing Eleven Acres Two Roods and Twenty-four Perches, One other Piece called the *Hook*, containing Ten Acres and Thirty-two Perches, One other Piece, Woodland, called the *Brookland Coppice*, containing Twelve Acres Three Roods and Twenty Perches, One other Piece of Woodland called the *Little Stains Coppice*, containing Nine Acres and Twenty-four Perches, and One other Parcel of Land called the *Backshots*, containing Ten Acres, late of the said Sir *Robert Faggs* Baronet, before *Pratts*, and sometime *Baileys*, and formerly *Chaumters* and *Butlers*, and holden of the Lord of the said Manor by the yearly Rent of Two Shillings and Sixpence; also of and in all that Parcel of Customary Woodland lying in *Easthothly* aforesaid, containing by Estimation Twenty-two Acres, more or less, called the *Great Stains Coppice*, late of the said Sir *Robert Faggs*, before Sir *Robert Faggs*, before Sir *John Faggs*, before sometime *Baileys*, and formerly *Chamitors* and *Butlers*, and holden of the said Manor by the yearly Rent of Four Shillings; and also a certain Customary Way to go and carry in and through Two Fields and Closes of Land in *Easthothly* called the *Fudzie Stains*, and the *Neck of the Stains*, at the upper End of the *Fudzie Stains*, to the Highway, and from the Woodlands adjoining to the *Fudzie Stains*, late also the said Sir *Robert Faggs*, before Sir *Robert Faggs*, before Sir *Robert Faggs*, and before Sir *John Faggs*, and before *Humders*, sometime *Baileys*, and formerly *Chamitors* and *Butlers*, and holden of the Lord of the said Manor by the yearly Rent of Two-pence; all which said Hereditaments were comprised in or intended to be comprised in the said Schedule thereunder written or thereunto annexed; and all

and

and singular other the Copyhold Hereditaments (if any) held of the said Manor of *Laughton*, and which then stood settled, at Law and in Equity, or in Equity, to or in trust for the said *Elizabeth Sophia Harcourt* for her Life, with Remainder to or in trust for the said *William Bernard Harcourt* and his Heirs; and also all those Customary Lands then or lately divided into Two Parcels, formerly called the *Purchase*, containing by Estimation Twelve Acres, more or less, lying between the Park of the Lord of the Manor of *Ringmer* in the County of *Sussex* called the *Broyle Park*, and a Capital Messuage or House, late of *Albert Nesbitt*, called the *Broyle Place*, with the Appurtenances, in *Ringmer*, formerly the Lands of *John Watson* Esquire, and before *Briggs*, paying to the Lord yearly Two Shillings and Eight-pence; and also all that Piece of Land containing Two Acres and Thirty-seven Perches, were the same more or less, abutting to the Turnpike Road leading to *Broyle Place Gate* towards the North, to the Lands allotted by the Award after mentioned to *Thomas Lipscombe* towards the West, to the Lands by the same Award also allotted to *Martha Tapefield* towards the South, and to the Ring Fence of the said Park towards the South-east, and which said Piece of Ground, by an Award made the Twentieth Day of *April* One thousand seven hundred and seventy-one, was, by the Commissioners appointed by an Act of Parliament of the Seventh Year of the Reign of His then Majesty made and passed for inclosing and dividing the *Broyle Park*, allotted and awarded in lieu of the Right of the Commonage for the Proportion of the said *Richard Bard Harcourt* and *Rachel* his Wife in the said Park called the *Broyle Park* appertaining to the said Copyhold Lands and Hereditaments formerly of the said *Albert Nesbitt*; all which said Hereditaments were comprised or intended to be comprised in the said Schedule thereunder written or thereunto annexed; and all and singular other the Copyhold Hereditaments (if any) held of the said Manor of *Ringmer*, and which then stood settled, at Law and in Equity, or in Equity, to or in trust for the said *Elizabeth Sophia Harcourt* for her Life, with Remainder to or in trust for the said *William Bernard Harcourt* and his Heirs; and also all that Customary Close of Arable Land called *Horse Leys Close*, containing by Estimation Twenty-one Acres, more or less; and all that other Customary Close of Arable Land called *Ten Acre Close*, containing by Estimation Ten Acres, more or less, and all that other Close of Arable Land called *Stubble Dagnalls*, containing by Estimation Fourteen Acres, more or less, in *Dunsley Field* otherwise *Great Dunsley Field*, Thirty-four Acres of Customary Arable Land, more or less, lying dispersedly; and also in *Park Hill Field*, Twelve Acres, more or less, lying dispersedly; and likewise all those Twenty-four Acres, were the same more or less, of Customary Meadow Ground, lying dispersedly in a certain Meadow called *Long Mead*;

all which Lands, Hereditaments, and Premises were holden by Copy of Court Roll of the Manor of *Great Tring* in the County of *Hertford*, with the Members and Parcel thereof, and then or late were in the Occupation of *John Woodman* as Tenant thereof, together with all the Hereditaments and Appurtenances thereto belonging or in anywise appertaining; all which said Hereditaments were comprised or intended to be comprised in the said Schedule thereunder written or thereunto annexed; and also all and singular other the Copyhold Hereditaments, if any, held of the said Manor of *Great Tring*, and which then stood settled, at Law and in Equity, or in Equity, to or in trust for the said *Elizabeth Sophia Harcourt* for her Life, with Remainder to or in trust for the said *William Bernard Harcourt* and his Heirs, with their and every of their Rights, Members, and Appurtenances, and all the Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever of them the said *Elizabeth Sophia Harcourt* and *William Bernard Harcourt*, or either of them, in, to, or out of the same Hereditaments and Premises, and every or any Part thereof, to the Use of the said *William Felix Riley* and *Charles Birch Reynardson*, their Heirs and Assigns, nevertheless upon such Trusts, and to and for such Ends, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Declarations, and Agreements, as would best and nearest correspond and agree with the Uses, Trusts, Ends, and Purposes, Powers, Provisoes, Declarations, and Agreements, therein-before limited, declared, and contained of and concerning the Manors, Hereditaments, and Premises therein-before mentioned to be thereby appointed, granted, and released, or as near thereto as the different Natures, Tenures, and Qualities thereof and other Circumstances would permit; and in the Indenture now in recital were contained Powers of appointing new Trustees in the Place of the Trustees of the Indenture now in recital, such Powers being made exercisable by the said *Elizabeth Georgiana Harriet Cavendish* during her Life, as to the said *Horatio William* Lord *Walpole* and *Frederick John Howard*, and any future Trustees of the said Term of Ninety-nine Years thereafter to be appointed, and as to the said *William Felix Riley* and *Charles Birch Reynardson*, and any future Trustees to be appointed in their respective Places or Steads, by the said *Elizabeth Sophia Harcourt* during her Life, and after her Decease by the said *William Bernard Harcourt* during his Life, and as to the said *George Douglas Trevor Bernard Harcourt* and *Spencer Henry de Horsey*, and any future Trustees of the said Term of Five hundred Years thereafter to be appointed, by the said *William Bernard Harcourt* and *Elizabeth Georgiana Harriet Cavendish*, and the Survivor of them, during their Lives and the Life of the Survivor of them, and after the Decease of such Survivor for the Executors or Administrators of the said *William Bernard Harcourt*;

*Harcourt*; and to the said recited Indenture is annexed a Schedule in the Words and Figures or to the Purport or Effect following; (that is to say,)

| Tenants Names. | Farms. | Rents. |
|---|---|---|
| Fars | Mentmore | £ 350 |
| Payne | Broyle Place | 380 |
| Houghton | Whyly | 200 |
| Several | Cottages and Lands | 26 |
| Owners and Occupiers | Ringmer Tithes | 418 |
| In hand | Woods | 332 |
| Woodman | Pendley | 515 |
| Faulkes | Wigginton | 180 |
| Rose | Cranwell | 490 |
| Gates | House, &c., Tring | 35 |

And whereas no Surrenders of the said Copyhold Hereditaments have ever been made, pursuant to the said recited Covenant to surrender: And whereas the Marriage between the said *William Bernard Harcourt* and *Elizabeth Georgiana Harriet Cavendish* was solemnized soon after the Day of the Date of the said Indenture of Settlement, and there was Issue of the said Marriage One Son, namely, *Charles Amedée Harcourt*, who was born on the Eighteenth Day of *May* One thousand eight hundred and forty-one, and departed this Life on the Twenty-second Day of the same Month of *May*, aged Four Days, and Three Daughters, namely, *Sarah Mary Sophia Harcourt*, who was born on the Twenty-fifth Day of *July* One thousand eight hundred and thirty-nine, *Elizabeth Mary Caroline Harcourt*, who was born on the Twentieth Day of *January* One thousand eight hundred and forty-four, and *Alice Anne Caroline Harcourt*, who was born on the Eleventh Day of *November* One thousand eight hundred and forty-five, and no other Child: And whereas by an Indenture dated the Third Day of *November* One thousand eight hundred and thirty-seven, and made or expressed to be made between the said *William Bernard Harcourt* of the one Part, and the said *William Felix Riley* and *William Henderson* of the other Part, in exercise of the Power in that Behalf given to him by the said Indenture of the Sixth Day of *February* One thousand eight hundred and thirty-seven, the said *William Bernard Harcourt* limited and appointed the said Messuage or Tenement called *Broyle Place*, and other the Freehold Hereditaments in the County of *Sussex*, with the Appurtenances, comprised in the said Indenture of the Sixth Day of *February* One thousand eight hundred and thirty-seven, to the Use of the said *William Felix Riley* and *William Henderson*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years, from the Day of the Date of the Indenture now in recital, upon trust for raising, by Sale, Mortgage, or otherwise, as therein mentioned, the Sum of Five thousand Pounds, with Interest for the same from the Decease of the

Indenture, dated 3d Nov. 1837.

said

said *Elizabeth Sophia Harcourt*, to be paid and payable to the said *William Bernard Harcourt*, his Executors, Administrators, and Assigns, with a Proviso in the Indenture now in recital for the Cesser of the said Term (subject nevertheless to any Disposition which should have been made of the Premises comprised therein, or any Part thereof, pursuant to the Trusts aforesaid,) on the said Sum of Money being raised, and the Trusts of the said Term satisfied: And whereas by an Indenture of Mortgage, bearing Date the Fourth Day of *November* One thousand eight hundred and thirty-seven, and made or expressed to be made between the said *William Felix Riley* and *William Henderson* of the First Part, the said *William Bernard Harcourt* of the Second Part, the said *Elizabeth Sophia Harcourt* of the Third Part, and *Richard Heming* Esquire and *James Elmslie* Esquire of the Fourth Part, after reciting, amongst other things, that the said *William Bernard Harcourt* was desirous that the Sum of Three thousand Pounds, Part of the said Sum of Five thousand Pounds, should be immediately raised under the Trusts of the said Term of Two hundred Years, and that the said *Richard Heming* and *James Elmslie* had agreed to advance, out of Monies belonging to them upon a joint Account, the Sum of Three thousand Pounds, that is to say, the Sum of Two thousand Pounds at or immediately before the Execution of the Indenture now in recital, and the Sum of One thousand Pounds on the Tenth *January* One thousand eight hundred and thirty-eight, it is witnessed, that in consideration of the said Sum of Two thousand Pounds paid by the said *Richard Heming* and *James Elmslie* to the said *William Bernard Harcourt*, and for securing the Repayment of the said Sum of Two thousand Pounds and of the said Sum of One thousand Pounds, in case the same should be advanced, with Interest on the said Sums, they the said *William Felix Riley* and *William Henderson*, by the Direction of the said *William Bernard Harcourt*, did assign and transfer unto the said *Richard Heming* and *James Elmslie*, their Executors and Administrators, all and singular the said Capital and other Messuages, Farms, Lands, Rectory, Tithes, Hereditaments, and Premises by the said Indenture bearing Date the Third Day of *November* One thousand eight hundred and thirty-seven granted, limited, and appointed, or expressed and intended so to be, for the said Term of Two hundred Years, to hold the same unto the said *Richard Heming* and *James Elmslie*, their Executors, Administrators, and Assigns, for the Residue of the said Term of Two hundred Years, subject nevertheless to a Proviso for Redemption of the said Premises on Payment by the said *William Bernard Harcourt*, his Heirs, Executors, or Administrators, or other the Person or Persons for the Time being entitled to the Equity of Redemption of the said Premises, to the said *Richard Heming* and *James Elmslie*, their Executors, Administrators, and Assigns, of the Sum of Two thousand Pounds, and Interest at Four Pounds *per Centum*, on or at the Days or Times

Indenture, dated 4th Nov. 1837.

therein mentioned, and which are long since passed; and the said *William Bernard Harcourt* did by the now-stating Indenture declare, that, as between his Estate and the Hereditaments and Premises therein-before assigned, the said Hereditaments and Premises comprised in the said Term of Two hundred Years were to be the primary Fund for the Payment of the Principal Sums and Interest intended to be thereby secured: And whereas by an Indenture of further Charge, bearing Date the Eighteenth Day of *October* One thousand eight hundred and thirty-eight, (endorsed on the said Indenture of the Fourth Day of *November* One thousand eight hundred and thirty-seven,) and made between the said *William Felix Riley* and *William Henderson* of the First Part, the said *William Bernard Harcourt* of the Second Part, the said *Elizabeth Sophia Harcourt* of the Third Part, and the said *Richard Heming* and *James Elmslie* of the Fourth Part, reciting that the said Sum of One thousand Pounds, agreed to be advanced as in the said Indenture of the Fourth Day of *November* One thousand eight hundred and thirty-seven is mentioned, was advanced on the Second Day of *February* One thousand eight hundred and thirty-eight to the said *William Bernard Harcourt* by the said *Richard Heming* and *James Elmslie*, and that the said *Richard Heming* and *James Elmslie* had agreed to lend, out of Monies belonging to them upon a joint Account, the further Sum of Two thousand Pounds, it is by the Indenture now in recital witnessed, that, for securing the Repayment of the said Sum of Two thousand Pounds and Interest, they the said *William Felix Riley* and *William Henderson*, by the Direction of the said *William Bernard Harcourt*, did, for themselves, their Heirs, Executors, and Administrators, and he the said *William Bernard Harcourt* did, for himself, his Heirs, Executors, and Administrators, covenant with the said *Richard Heming* and *James Elmslie*, their Executors, Administrators, and Assigns, that the Hereditaments and Premises by the said Indenture of the Fourth Day of *November* One thousand eight hundred and thirty-seven assigned should be a Security to the said *Richard Heming* and *James Elmslie*, their Executors, Administrators, and Assigns, for and stand charged with the Payment to them, as well of the said Sum of Two thousand Pounds, and Interest for the same, as of the said Sum of Three thousand Pounds, and all Interest due or thereafter to become due for the same, and that the same Hereditaments and Premises should not be redeemable but upon Payment by the said *William Bernard Harcourt*, his Heirs, Executors, Administrators, and Assigns, unto the said *Richard Heming* and *James Elmslie*, their Executors, Administrators, or Assigns, as well of the said Sum of Two thousand Pounds, and Interest for the same, as of the said Sum of Three thousand Pounds, and the Interest due and to grow due for the same, the Intent and Meaning of the Parties to the said Indenture being, that the said Sums of Three thousand Pounds and Two thousand Pounds, making

Indenture, dated 18th Oct. 1838.

together the Sum of Five thousand Pounds, should be paid off together, and not separately, or the one before the other: And whereas the said Sum of Five thousand Pounds continues to be a subsisting Charge in favour of the said Mortgagees or their Assigns: And whereas by an Indenture bearing Date the Fourth Day of *November* One thousand eight hundred and thirty-seven, and made or expressed to be made between the said *William Felix Riley* and *Charles Birch Reynardson* of the First Part, the said *Elizabeth Sophia Harcourt* and *William Bernard Harcourt* of the Second Part, and the *London and Birmingham* Railway Company of the Third Part, they the said *William Felix Riley* and *Charles Birch Reynardson*, at the Request of the said *Elizabeth Sophia Harcourt*, in pursuance of the Power of Sale to them given by the said Indenture of the Sixth Day of *February* One thousand eight hundred and thirty-seven, and for the Purpose of effectuating such Sale, did, by the said Indenture by them sealed and delivered in the Presence of and attested by Two credible Witnesses, revoke and make void the Uses, Estates, Trusts, Powers, Provisoes, and Agreements by the said Indenture of the Sixth Day of *February* One thousand eight hundred and thirty-seven declared concerning the Pieces or Parcels of Land and Hereditaments therein mentioned, situate in the said Parish of *Aldbury* in the said County of *Herts*, containing Two Acres Two Roods and Nine Perches, or thereabouts, and being Part of the Hereditaments comprised in the said Indenture of the Sixth Day of *February* One thousand eight hundred and thirty-seven, and they the said *William Felix Riley* and *Charles Birch Reynardson* did by the same Indenture, in consideration of Five hundred and ninety-five Pounds Two Shillings and Sixpence to them paid by the said Company, limit and appoint that the same Hereditaments and Premises should henceforth be and remain to the Use of the said *London and Birmingham* Railway Company, their Successors and Assigns, for ever: And whereas by Indentures of Lease and Appointment and Release, bearing Date the First and Second Days of *December* One thousand eight hundred and thirty-seven, and made between the said *William Bernard Harcourt* of the First Part, the said *Elizabeth Sophia Harcourt* of the Second Part, and the said *William Felix Riley* and *Charles Birch Reynardson* of the Third Part, he the said *William Bernard Harcourt*, in consideration of the said Sum of Five hundred and ninety-five Pounds Two Shillings and Sixpence to him paid by the said *William Felix Riley* and *Charles Birch Reynardson*, with the Consent of the said *Elizabeth Sophia Harcourt*, did grant, bargain, sell, alien, and release unto the said *William Felix Riley* and *Charles Birch Reynardson*, their Heirs and Assigns, certain Closes, Pieces, or Parcels of Land situate in the several Parishes of *Bray* and *Clewer* in the County of *Berks*, containing by Estimation Fifteen Acres Two Roods and Six Perches (were the same more or less), late in the Possession or Occupation

Indenture, dated 4th Nov. 1837.

Indentures, dated 1st and 2d Dec. 1837.

pation of *William Goatley*, and afterwards of the late Earl of *Harcourt*, and then in the Occupation of the said *William Bernard Harcourt*, to hold the same Pieces or Parcels of Land, Hereditaments, and Premises unto the said *William Felix Riley* and *Charles Birch Reynardson*, and their Heirs, to, for, and upon such Uses, Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Conditions, and Agreements, as were in and by the said Indenture of the Sixth Day of *February* One thousand eight hundred and thirty-seven limited, expressed, declared, and contained of and concerning the said Manors, Messuages, and other Hereditaments therein comprised, or as near thereto as the Circumstances of the Case would then admit, but not so as to increase or multiply Charges: And whereas the said *Elizabeth Sophia Harcourt* died on or about the Twenty-second Day of *June* One thousand eight hundred and forty-six: And whereas the said *William Bernard Harcourt* died on or about the Twenty-fourth Day of *May* One thousand eight hundred and forty-seven, intestate, leaving the said *Elizabeth Georgiana Harriet Harcourt* his Widow, and his said Three infant Daughters, the said *Sarah Mary Sophia Harcourt*, *Elizabeth Mary Caroline Harcourt*, and *Alice Anne Caroline Harcourt*, his Co-heiresses at Law, him surviving: And whereas a Suit in which the said *Sarah Mary Sophia Harcourt*, *Elizabeth Mary Caroline Harcourt*, and *Alice Anne Caroline Harcourt*, Infants, by *William Henry Frederick Cavendish*, their next Friend, are the Complainants, and the said *Elizabeth Georgiana Harriet Harcourt* is Defendant, is now pending in the High Court of Chancery for (amongst other things) the Administration of the Real and Personal Estate of the said *William Bernard Harcourt*: And whereas by a Decree bearing Date the Fifth Day of *November* One thousand eight hundred and forty-seven, made in the said Suit, it was (amongst other things) ordered, that it should be referred to the Master of the said Court in rotation to approve of a proper Person or Persons to be Guardian or Guardians of the Persons of the Plaintiffs, the Infants, during their respective Minorities: And whereas the Baron *Mayer Amschel de Rothschild* being desirous of purchasing the Manor of *Mentmore with Ledborne* aforesaid, and the other Hereditaments situate, lying, arising, and being in *Mentmore* aforesaid, comprised in the said Indenture of Settlement herein-before recited, and also in the Agreement of the Twentieth Day of *March* One thousand eight hundred and fifty herein-after recited or referred to, but the Power of Sale thereof contained in the said Indenture of Settlement having ceased on the Decease of the Survivor of the said *Elizabeth Sophia Harcourt* and *William Bernard Harcourt*, Articles of Agreement in Writing, bearing Date the Twentieth Day of *March* One thousand eight hundred and fifty, made between the said *William Henry Frederick Cavendish* (the next Friend of the said infant Complainants) of the one Part, and the said Baron *Mayer Amschel de Rothschild*

Decree, dated 5th Nov. 1847; Reference to Master to approve of Guardians.

Agreement with Baron de Rothschild for Sale of the Mentmore Estate, dated 20th March 1850.

*Rothschild* of the other Part, were entered into and signed by them respectively, whereby, after reciting the said Settlement, and the Decease of the said *Elizabeth Sophia Harcourt* and of the said *William Bernard Harcourt* intestate, and the Heirship of his said Three Daughters, and also reciting that the said Baron *Mayer Amschel de Rothschild* had proposed to purchase the Manor, Advowson, Farm, and Hereditaments described in the Schedule thereto, being the Manor, Advowson, Farm, Lands, Tithes, and Hereditaments mentioned in the First Schedule hereunder written, being Part of the Hereditaments comprised in the said Indenture of Settlement of the Sixth Day of *February* One thousand eight hundred and thirty-seven, at or for the Price or Sum of Twelve thousand four hundred Pounds, free from Incumbrances, and reciting that the said *William Henry Frederick Cavendish* was satisfied that it would be for the Advantage of the said infant Children of the said *William Bernard Harcourt* that the said Proposal should be accepted, and that the said Manor, Advowson, Farm, and Hereditaments should be sold to the said Baron *Mayer Amschel de Rothschild* at the Price and upon the Terms therein mentioned, and that the said *William Henry Frederick Cavendish*, as the next Friend of the said infant Children of the said *William Bernard Harcourt* in the said Suit, and on their Behalf, and for and on behalf of all other Persons interested in the said Manor, Advowson, Farm, and Hereditaments under the said Indenture of Settlement, had agreed to enter into the Agreement therein-after contained, subject nevertheless to the Approbation of the said Court of Chancery in the said Suit, it is thereby agreed between and by the said *William Henry Frederick Cavendish*, for and on behalf of the said infant Children of the said *William Bernard Harcourt* deceased, and such other Parties as aforesaid, and the said Baron *Mayer Amschel de Rothschild*, that the Parties interested in the said Manor, Advowson, Farm, and Hereditaments described in the said Schedule thereto, of which the First Schedule hereto is a Copy, should sell, and that the said Baron *Mayer Amschel de Rothschild* should purchase, the said Manor, Advowson, Farm, and Hereditaments, with all the Timber Trees and Underwood thereon, at or for the Price or Sum of Twelve thousand four hundred Pounds, free from Incumbrances, but subject to any existing Agreements with the Tenants of the said Premises, and among other Clauses the said Agreement contained Clauses that an Application should be forthwith made to the High Court of Chancery in the said Suit by or on behalf of the said infant Children of the said *William Bernard Harcourt*, for the Purpose of obtaining the Sanction and Approval of the said Court to the said proposal Sale and to the reciting Agreement, and that the said Vendors should and would with all convenient Speed apply to Parliament for an Act to effectuate the said Sale, and that the Costs, Charges, and Expenses of the now-reciting Agreement, and of making out and deducing

a Title

a Title to the said Manor, Advowson, Farm, and Hereditaments comprised in the Schedule to the now-reciting Agreement, and of verifying the same, and of applying for and obtaining the Sanction and Approval of the said Court of Chancery to the said proposed Sale and to the now-reciting Agreement, and of applying for and obtaining the said Act of Parliament, except as to certain Evidence therein mentioned, and all other Solicitors and Parliamentary Costs, Charges, and Expenses whatsoever already incurred or to be incurred by or on behalf of the Vendors or any of them in or about the said proposed Sale, or in anywise relating thereto, should be borne and paid by the said Purchaser: And whereas a Petition was on the Twenty-first Day of the same Month of *March* presented to the Lord Chancellor by the Plaintiffs in the said Cause, whereby, after stating, among other things, the Proposal of the said Baron *Mayer Amschel de Rothschild* to purchase the said Manor, Advowson, Farm, and Hereditaments described in the Schedule to the said Agreement of the Twentieth Day of *March* One thousand eight hundred and fifty, and after stating the said Agreement, it was prayed that it might be referred to *William Brougham* Esquire, the Master to whom the said Cause stood referred, to inquire and state whether it would be fit and proper, and for the Benefit of the Petitioners, that the said Offer of the said Baron *Mayer Amschel de Rothschild* should be accepted, upon the Terms contained in the said Agreement, or some other and what Terms, and whether the said Agreement should be carried into effect, and if the said Master should find that it would be fit and proper, and for the Benefit of the Petitioners, that the said Offer should be accepted, then to inquire and state whether it would be fit and proper, and for the Benefit of the Petitioners, that an Application should be made, by or on the Behalf of the Petitioners, to Parliament, for an Act to authorize the Sale of all or any and which of the Estates comprised in the said Indenture of Settlement, pursuant to the Provisions in that Behalf contained in the said Agreement: And whereas by an Order made in the said Cause on the Twenty-second Day of the same Month of *March* by his Honour the Vice Chancellor of *England* it was ordered that it should be referred to the Master of the said Court to whom the said Cause stood referred, to inquire and state to the Court whether it would be fit and proper, and for the Benefit of the Petitioners *Sarah Mary Sophia Harcourt*, *Elizabeth Mary Caroline Harcourt*, and *Alice Anne Caroline Harcourt*, that the Offer of the said Baron *Mayer Amschel de Rothschild*, for the Purchase of the Manor, Advowson, Farm, and Hereditaments in the said Petition mentioned or referred to, should be accepted, upon the Terms contained in the Agreement in the said Petition mentioned, or some other and what Terms, and whether the said Agreement should be carried into effect, and if the said Master should find that it would be fit and proper, and for the Benefit of the Petitioners *Sarah Mary Sophia Harcourt*,

Petition to the Court of Chancery, dated 21st March 1850.

Order for Reference to the Master, dated 22d March 1850.

*Harcourt*, *Elizabeth Mary Caroline Harcourt*, and *Alice Anne Caroline Harcourt*, that the said Offer should be accepted, upon the Terms mentioned in the said Agreement, or upon any other Terms, then it was ordered that the said Master should inquire and state to the Court whether it would be fit and proper, and for the Benefit of the Petitioners *Sarah Mary Sophia Harcourt*, *Elizabeth Mary Caroline Harcourt*, and *Alice Anne Caroline Harcourt*, that an Application should be made, by or on behalf of the Petitioners *Sarah Mary Sophia Harcourt*, *Elizabeth Mary Caroline Harcourt*, and *Alice Anne Caroline Harcourt*, to Parliament, for an Act to authorize the Sale of all or any and which of the several Estates comprised in the Indenture of Settlement dated the Sixth Day of *February* One thousand eight hundred and thirty-seven, pursuant to the Provisions in that Behalf contained in the said Agreement: And whereas *William Brougham* Esquire, the Master to whom the said Reference was made, made his Report, dated the Sixteenth Day of *April* One thousand eight hundred and fifty, and thereby found, among other things, that the said Settlement contained no Powers under which, in the Events which had happened, a Sale could be made of any of the Manors, Advowsons, Lands, and Hereditaments comprised in the said Indenture of Settlement, and that it would be necessary that an Act of Parliament should be obtained in order to effectuate the said Sale to the said Baron *De Rothschild*; and that, having regard to the Provisions contained in the said Agreement for Payment by the said Baron *De Rothschild* of the Costs and Expenses of the proposed Act of Parliament, it was desirable that the said proposed Act should extend to authorize a Sale as well of the said contracted-for Premises to the said Baron *De Rothschild* as of the other Estates comprised in the said Indenture of Settlement, in case it should thereafter be found advantageous and for the Benefit of the Plaintiffs to dispose of the same; and that the Plaintiffs had by their State of Facts and Proposal proposed to the Effect after mentioned; and upon Consideration of the said State of Facts and Proposal and Evidence therein mentioned, the said Master had allowed the said State of Facts and Proposal, and was of opinion, and therefore found, that it would be fit and proper, and for the Benefit of the said infant Plaintiffs the Petitioners, that the said Offer of the said Baron *De Rothschild* for the Purchase of the said Manor, Advowson, Farm, and Hereditaments in the Petition mentioned should be accepted, upon the Terms contained in the said Agreement, and that the said Agreement should be carried into effect, and that it would be fit and proper, and for the Benefit of the Petitioners, that an Application should be made by or on their Behalf to Parliament for an Act to authorize the Sale of all the several Estates comprised in the said Indenture of Settlement, pursuant to the Provisions in that Behalf contained in the said Agreement: And whereas by an Order made in the said Cause on the Nineteenth Day of *April*

Master's Report, dated 16th April 1850.

Order, confirming Report, and di-

*April* One thousand eight hundred and fifty, by his Honour the Vice Chancellor of *England*, it was ordered, that the said Report of the Sixteenth Day of *April* One thousand eight hundred and fifty should be absolutely confirmed, and that the said Agreement of the Twentieth Day of *March* One thousand eight hundred and fifty should be accordingly carried into effect, and that the said *William Henry Frederick Cavendish* should be ordered to make the necessary Application to Parliament for an Act to authorize the Sale of the said Manor, Advowson, Farm, and Hereditaments to the said Baron *Mayer Amschel de Rothschild*, and for obtaining such Powers of Sale as regards the other Estates comprised in or subject to the Uses of the said Indenture of Settlement as in the said Report mentioned, and that it should be referred back to the said Master to settle and approve of a Bill to be brought into Parliament for the Purposes aforesaid: And whereas the said Baron *Mayer Amschel de Rothschild* has accepted the Title to the Manor and Hereditaments contracted to be purchased by him as aforesaid: And whereas the said Master made his General Report in the said Cause, dated the Tenth Day of *June* One thousand eight hundred and fifty, in pursuance of the said Decree, and thereby certified, amongst other things, that he was of opinion that the said *Elizabeth Georgiana Harriet Harcourt* and the said *William Henry Frederick Cavendish* were proper Persons to be appointed Guardians of the Persons of the said infant Plaintiffs during their respective Minorities: And whereas by an Order made in the said Suit, dated the Fifteenth Day of *June* One thousand eight hundred and fifty, it was ordered, that the said Report dated the Tenth Day of *June* One thousand eight hundred and fifty should stand absolutely confirmed: And whereas by an Order on further Directions made in the said Suit, bearing Date the Twenty-first Day of *June* One thousand eight hundred and fifty, the said *William Henry Frederick Cavendish* and the said *Elizabeth Georgiana Harriet Harcourt* were appointed Guardians of the Persons of the infant Plaintiffs during their respective Minorities, or until the further Order of the Court: And whereas it is expedient that Powers of Sale should be created under which the said Manor of *Mentmore with Ledborne*; and other the Lands, Tithes, Tenements, and Hereditaments comprised in the said First Schedule hereto, may be conveyed to the said Baron *Mayer Amschel de Rothschild*, or as he or they shall order or direct, for the Purpose of completing the said Contract of the Twentieth Day of *March* One thousand eight hundred and fifty, and under which the other Manors, Messuages, Lands, Tithes, Tenements, and Hereditaments appointed, granted, and released, and covenanted to be surrendered respectively by the said Indenture of Settlement herein-before recited and the said Indenture of the Second of *December* One thousand eight hundred and thirty-seven respectively, and which other Manors, Messuages, Lands,

recting Application to Parliament, dated 19th April 1850.

Master's General Report, dated 10th June 1850.

Order confirming Master's General Report, dated 15th June 1850.

Order for Appointment of Guardians, dated 21st June 1850.

Lands, Tithes, Tenements, and Hereditaments are more particularly mentioned and set forth in the Second Schedule hereunder written, or the Parts and Shares therein of such of them the said *Sarah Mary Sophia Harcourt*, *Elizabeth Mary Caroline Harcourt*, and *Alice Anne Caroline Harcourt* as may from Time to Time be living and under the Age of Twenty-one Years, may be sold, with the Approbation of the High Court of Chancery, as herein-after mentioned; but such Powers cannot be created except by Authority of Parliament: Therefore Your Majesty's dutiful and loyal Subject the said *William Henry Frederick Cavendish* doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act it shall be lawful for the said *William Henry Frederick Cavendish* and *Elizabeth Georgiana Harriet Harcourt*, or the Survivor of them, or other the Guardian or Guardians for the Time being of the said *Sarah Mary Sophia Harcourt*, *Elizabeth Mary Caroline Harcourt*, and *Alice Anne Caroline Harcourt*, or such of them as may from Time to Time be living and under the Age of Twenty-one Years, and he and they are hereby authorized and empowered, to complete the said Sale to the said Baron *Mayer Amschel de Rothschild* of the said Manor of *Mentmore with Ledborne*, and the Lands, Tithes, Tenements, and Hereditaments comprised in the said First Schedule hereto, and also from Time to Time, whilst the said *Sarah Mary Sophia Harcourt*, *Elizabeth Mary Caroline Harcourt*, and *Alice Anne Caroline Harcourt*, or any of them, shall be living and under the Age of Twenty-one Years, to make sale and dispose of all or any Part or Parts of the Manors, Messuages, Lands, Tithes, Tenements, and Hereditaments appointed, granted, and released, and covenanted to be surrendered respectively by the said Indenture of Settlement herein-before recited and by the said Indenture of the Second Day of *December* One thousand eight hundred and thirty-seven respectively, or the Parts or Shares, Part or Share, from Time to Time of such of them the said *Sarah Mary Sophia Harcourt*, *Elizabeth Mary Caroline Harcourt*, and *Alice Anne Caroline Harcourt* as for the Time being shall be living, and under the Age of Twenty-one Years, of and in the same or any Part or Parts thereof, with the Appurtenances, and the Inheritance thereof in Fee Simple, to any Person or Persons whomsoever, either together or in Parcels, and for such Price or Prices as the said Court of Chancery shall approve, and from Time to Time, when and as often as the said Court of Chancery shall think fit, to rescind, modify, or abandon any Contract for the Sale of the said Premises or any of them, without being liable for any Loss occasioned thereby; and for the Intents and Purposes aforesaid, or any of them, it shall and may be

Power to complete Sale to the Baron Mayer Amschel de Rothschild;

and to sell the other Real Estate comprised in the said Settlement, &c., but with the Sanction of the Court of Chancery;

and to revoke the Uses of the

be lawful to and for the said *William Henry Frederick Cavendish* and *Elizabeth Georgiana Harriet Harcourt*, and the Survivor of them, or other the Guardians or Guardian for the Time being, by any Deed or Deeds, Writing or Writings, to be by them, him, or her sealed and delivered in the Presence of and attested by Two or more credible Witnesses, to revoke, determine, and make void all and every the Uses, Estates, Trusts, Limitations, Powers, Provisoes, and Agreements in and by or by reference to the said Indenture of Settlement limited, expressed, declared, and contained of and concerning the said Manor of *Mentmore with Ledborne*, and other the Lands, Tithes, Tenements, and Hereditaments comprised in the said First Schedule hereto, and other the Manors, Messuages, Lands, Tithes, Tenements, and Hereditaments appointed, granted, and released and covenanted to be surrendered respectively in and by the said Indenture of Settlement, and the said Indenture of the Second Day of *December* One thousand eight hundred and thirty-seven respectively, or any Part or Parts thereof, and by the same or any other Deed or Deeds, Writing or Writings, to be by them, him, or her sealed and delivered and attested as aforesaid, to limit and appoint, direct and declare, such Use or Uses, Estate or Estates, Trust or Trusts of the Hereditaments the Uses whereof shall be so revoked as it shall be thought necessary or expedient to limit, declare, or appoint in order to effect such Sale or Disposition as aforesaid; and all Deeds by which such new Use or Uses, Estate or Estates, shall be limited, declared, or appointed, of any Hereditaments comprised in the said recited Indenture of Settlement or the said Indenture of the Second Day of *December* One thousand eight hundred and thirty-seven, or any Parts or Shares thereof, shall confer on the said Baron *Mayer Amschel de Rothschild*, his Heirs and Assigns, and other the Appointees therein named, his or their Heirs and Assigns, such Rights to the Production to him and them, at his and their own Costs, of any Deeds or Instruments relating to the said last-mentioned Hereditaments, Parts or Shares, which shall not be delivered to the said Baron *Mayer Amschel de Rothschild* and such other Appointees respectively as aforesaid, from all Persons who may then or thereafter be in possession thereof, and such Rights to have attested Copies thereof or Extracts therefrom made and delivered to such Appointee or Appointees, his or their Heirs or Assigns, at his or their own Expense, as the Person or Persons executing the said Power of Appointment, if he or they had been the absolute Owner or Owners of the Premises so appointed, could have secured by his or their express Covenants to the said Baron *Mayer Amschel de Rothschild* and other the Purchasers respectively, their respective Heirs and Assigns, so often as the same shall be reasonably required, for the Manifestation or Defence of the Title of him or them respectively to the said last-mentioned Hereditaments, Parts and Shares: Provided always, that the legal Estate in such of the Copyhold Hereditaments

Settlement, and appoint the Parcels sold for the Purpose of carrying out such Sale.

The legal Estate in the

Copyholds to be conveyed by Surrender.

Hereditaments comprised in the said Indenture of the Sixth Day of *February* One thousand eight hundred and thirty-seven as shall be sold pursuant to the aforesaid Power shall be conveyed by Surrender, to be duly made, as the Circumstances of the Case may require, to the Person or Persons who may become entitled under the Powers aforesaid to require such Surrender, or as he or they may order or direct: Provided always, that no Sale or Conveyance, save and except the said Sale and Conveyance to the said Baron *Mayer Amschel de Rothschild* of the said Manor and other Hereditaments so agreed to be purchased by him, shall be made, under or by virtue of the Powers aforesaid, without the Consent in Writing of the said *Elizabeth Georgiana Harriet Harcourt* during her Life, and the other Hereditaments aforesaid which shall from Time to Time remain unsold shall, notwithstanding such Consent, or any Exercise of any of the Powers created by this Act, remain and be subject to the Rents-charge aforesaid to the said *Elizabeth Georgiana Harriet Harcourt*: Provided also, that it shall be lawful for the said *Priscilla Jewell* or her Assigns to release or discharge any Lands or Hereditaments sold pursuant to this Act from the herein-before mentioned Rent-charge of Two hundred Pounds a Year, without thereby extinguishing the same Rent-charge so far as the same affects the Lands and Hereditaments charged therewith and not released or discharged therefrom as aforesaid.

No Sale, except the Sale to the Baron Mayer Amschel de Rothschild, to be made without Consent of Mrs. Harcourt.

Purchase Monies to be paid into the Bank of England in the Name of the Accountant General, &c.

II. And be it hereby enacted, That the said Sum of Twelve thousand four hundred Pounds, and the other Monies to arise from any Sale or Sales of any Hereditaments under or by virtue of the Powers created by this Act, shall be paid, by the Person or Persons or Corporation or Corporations to or with whom such Sale shall be made, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to the Credit of the said Cause, *Harcourt* versus *Harcourt*, 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, without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four.

The Accounts to which the Monies are to be so paid.

III. And be it enacted, That the said Sum of Twelve thousand four hundred Pounds, and other the Monies which may arise from the Sale of any of the said Hereditaments under or by virtue of the Powers created by this Act, whilst all of them the said *Sarah Mary Sophia Harcourt*, *Elizabeth Mary Caroline Harcourt*, and *Alice Anne Caroline Harcourt* shall be living and under the Age of Twenty-one Years, and which shall be paid into the Bank of *England* in pursuance of the Provision herein-before in that Behalf contained, shall be

be placed to the Credit of the said Cause, and to an Account to be entitled "The Account of the Monies arising from the Sale of Real "Estates comprised in the Marriage Settlement of *William Bernard* "*Harcourt* Esquire, dated the Sixth Day of *February* One thousand "eight hundred and thirty-seven;" and that any Monies which may arise from the Sale, under or by virtue of the Powers created by this Act, of any of the said Hereditaments, or any Part or Parts thereof, whilst any Two or One of them the said *Sarah Mary Sophia Harcourt*, *Elizabeth Mary Caroline Harcourt*, and *Alice Anne Caroline Harcourt* shall be living and under the Age of Twenty-one Years, and which shall be paid into the Bank of *England* in pursuance of the Provision herein-before in that Behalf contained, shall be placed to the Credit of the said Cause, and to an Account to be entitled "The "Account of the Share or Shares" (as the Case may be) "of *Sarah* "*Mary Sophia Harcourt*, *Elizabeth Mary Caroline Harcourt*, and "*Alice Anne Caroline Harcourt*" (omitting therein the Name or Names of such of them as may not at the Time of paying in the same to the said Account be living and under the Age of Twenty-one Years) "in the Monies arising from the Sale of Real Estates "comprised in the Marriage Settlement of *William Bernard Har-*"*court* Esquire, dated the Sixth Day of *February* One thousand "eight hundred and thirty-seven."

The Purchase Monies to be applied in the Purchase of other Hereditaments.

IV. And be it enacted, That out of the Monies so to be paid into the Bank as aforesaid to the Accounts aforesaid respectively it shall be lawful for the Court of Chancery to order the Payment of the Costs, Charges, and Expenses which shall be incurred in relation to or attending the Sales by which such Monies respectively shall be produced, other than such Costs and Expenses as shall be payable by the Purchaser; and the Monies remaining after such Payments to the said Accounts respectively shall with all convenient Speed, from Time to Time, be applied either in paying off and satisfying the said Sum of Five thousand Pounds, which by the said Indenture of the Sixth Day of *February* One thousand eight hundred and thirty-seven the said *William Bernard Harcourt* had Power to appoint as aforesaid, or in the Purchase of Freehold, Copyhold, or Customary Manors, Messuages, Lands, Tenements, and Hereditaments, in *England* or *Wales*, but not in *Ireland*, or in or towards procuring the Enfranchisement as well of all or any of the said Copyhold Hereditaments covenanted to be surrendered in and by the said Indenture of Settlement as of any Lands, Tenements, or Hereditaments of that Tenure which shall in pursuance of this Act be purchased with Monies paid into the Bank of *England* as aforesaid in pursuance of this Act, and in defraying the Expenses attending every such Purchase or Enfranchisement as aforesaid, and the Expenses of settling the Hereditaments so to be purchased as aforesaid to the Uses and upon the Trusts and in manner herein-

herein-after directed concerning the same, but so that the Monies carried to each Account aforesaid shall only be applied as aforesaid in respect of the Hereditaments from which the same may have arisen; or of Hereditaments purchased with the Monies carried to the same Account.

The Hereditaments which may be purchased to be settled to the Uses which the Property sold had been subject to.

V. And be it enacted, That the Hereditaments and Premises which may be purchased with Monies which may have been carried to any of the said Accounts under or by virtue of this Act shall be conveyed, surrendered, settled, and assured to such Uses, and with such Limitations, and upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Declarations, and Agreements, as shall correspond with the Limitations, Estates, Powers, Provisoes, Declarations, Agreements, Intents, and Purposes to, for, upon, with, under, or subject to which the Hereditaments and Premises, Parts or Shares, sold, and thereby raising the Monies laid out in each Purchase, would have stood limited or settled under or by virtue of or by reference to the said Indenture of Settlement in case such Sale thereof had not been made, or as near thereto as the Nature of the Hereditaments so to be purchased and the Circumstances of each Case may admit.

Power to the Court of Chancery to order Investments in the Funds, and Application of Dividends.

VI. And be it enacted, That all Sums of Money to be paid into the Bank to the Credit of the said Cause *Harcourt* versus *Harcourt*, in manner herein-before directed, or so much thereof as may not be forthwith ordered by the said Court of Chancery to be applied in Payment of such Costs, Charges, and Expenses as aforesaid, or of the said Sum of Five thousand Pounds or any Part thereof, or in any immediate Purchase or Purchases hereby authorized as aforesaid, as herein-before mentioned, shall from Time to Time, until a suitable Purchase shall be made therewith of Hereditaments as aforesaid, be laid out, under the Direction of the said Court of Chancery, in the Name of the said Accountant General, in the Public Stocks or Funds of *Great Britain*; and the Dividends and Interest arising from the Stocks or Funds so to be purchased shall be paid and applied as the Court shall from Time to Time order and direct.

Orders for Investments and Application of Purchase Monies to be obtained by Petition.

VII. And be it enacted, That it shall be lawful for the said Court of Chancery, upon Petition, to be from Time to Time preferred to the said Court in a summary Way by the Person or Persons who for the Time being, if the Power of Sale herein contained had not been exercised, would have been beneficially entitled in possession or to the Receipt of the Rents and Profits of the Hereditaments and Premises which shall have been sold under the Powers aforesaid, in case the same had not been sold, or any Part or Parts thereof, or any Rents-charge or Rent-charge payable thereout, or if such Person or

Persons

Persons shall be under the Age of Twenty-one Years, then upon Petition to be preferred by his, her, or their Guardian or Guardians, or Person or Persons whom the said Court of Chancery may upon Petition appoint to be Guardian or Guardians, to make all such Orders as may be necessary or proper for selling any such Stocks or Funds as may be purchased pursuant to the Direction of the Court as aforesaid, and applying all Monies to be carried to the Accounts aforesaid respectively on any Sale of Lands and Hereditaments, pursuant to this Act, or to be received from the Sale of such Stocks or Funds, in making and completing such Purchases of Lands, Tenements, or Hereditaments as aforesaid, and in defraying all such Costs, Charges, and Expenses as are in this Act mentioned, and otherwise in the Execution of this Act and the Purposes thereof.

**Certificates of the Accountant General and Receipts of Cashiers to be Discharges for Purchase Monies.**

VIII. And be it enacted, That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England* to be thereto annexed or thereunder written, and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England* of any Monies hereby directed to be paid into the said Bank, or an Office Copy or Office Copies thereof, shall be deemed and taken to be a good and sufficient Discharge to the Person or Persons paying the same, and to his, her, or their Heirs, Executors, Administrators, and Assigns, for the same or so much of such Monies as in such Certificate or Certificates respectively shall be expressed to have been paid; and that the Person or Persons so paying the same, his, her, or their Heirs, Executors, Administrators, or Assigns, shall not afterwards be liable to see to the Application of such Monies, or be answerable or accountable for any Loss, Misapplication, or Nonapplication of the same.

**The Court of Chancery to make Orders for the Purposes of the Act.**

IX. And be it enacted, That it shall 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 Court shall think fit for taxing or settling all Costs, Charges, and Expenses which shall be incurred in and about all Applications to and Proceedings in the said Court of Chancery to be made or had in pursuance of this Act, and in making and completing the Sales hereby authorized, and in investing the Monies which shall be invested in pursuance of this Act, and in effecting the Purchases hereby authorized to be made, and in settling the Hereditaments so to be purchased, or otherwise in carrying the Powers, Trusts, and Purposes of this Act into complete Execution, and also from Time to Time to make such Order or Orders as the said Court shall think fit for Payment or Adjustment of any such Costs, Charges, and Expenses as aforesaid, out of the Monies which shall have arisen or shall arise from any of the Sales hereby authorized, or out of any

any other Monies paid into the Bank in pursuance of this Act, and the Monies so ordered to be paid by the said Court of Chancery shall be paid accordingly; and it shall also be lawful for the said Court of Chancery 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.

General Saving of Rights.

X. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Person or Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Elizabeth Georgiana Harriet Harcourt*, and her Executors, Administrators, and Assigns, and the said *Sarah Mary Sophia Harcourt*, *Elizabeth Mary Caroline Harcourt*, and *Alice Anne Caroline Harcourt*, and the Heirs of the Bodies and the Heirs General and also the Executors and Administrators of the said *Sarah Mary Sophia Harcourt*, *Elizabeth Mary Caroline Harcourt*, and *Alice Anne Caroline Harcourt*, and the said *William Felix Riley* and *Charles Birch Reynardson*, and the Survivor of them, and the Executors or Administrators of such Survivor, and the said *George Douglas Trevor Bernard Harcourt* and *Spencer Henry de Horsey*, and the Survivor of them, and the Executors or Administrators of such Survivor,) all such Estates, Rights, Titles, and Interests in, to, and out of the same Lands, Hereditaments, and Premises, or any Part or Parts thereof respectively, as they, every or any of them, had before the passing of this Act, or would or might have had or enjoyed in case this Act had not been passed.

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

XI. 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.

SCHE-

*Cavendish's (or Harcourt's) Estate.*

## SCHEDULES to which this Act refers.

### THE FIRST SCHEDULE.

| No. | Names of Pieces. | Cultivation. | Quantity. A. R. P. |
|---|---|---|---|
| | MENTMORE, BUCKS. ROBERT SEAR, Tenant. | | |
| 86 | Ox Leys | Meadow | 7 3 26 |
| 108 | Church Meadow | Meadow | 12 0 5 |
| 79 | Willow Leys | Pasture | 9 0 8 |
| 80 | Willow Field | Pasture | 12 3 3 |
| 75 | The Platts | Meadow | 6 1 28 |
| 73 & 74 | Orchard and Garden, with a Cottage House | | 1 3 12 |
| 72 | Homestead, House, Buildings, and Yard | | 1 0 22 |
| 71 | Dairy Ground | Pasture | 21 1 10 |
| 65 | Lower Ground | Pasture | 22 3 10 |
| 70 | Ploughed Hill | Arable | 7 3 28 |
| 66 | New Piece | Meadow | 11 3 0 |
| 64 | Long Field | Arable | 12 3 7 |
| 119 | New Allotment | Pasture | 2 0 33 |
| 120 | Hunts | Meadow | 6 1 16 |
| 134 | Homestead, Double Cottage, Yard, and Orchard | | 2 0 25 |
| 135 | Home Field | Wheat | 19 3 1 |
| 136 | New Allotment | Pasture | 2 2 12 |
| 144 | Middle Field | Fallow | 19 3 29 |
| 145 | Rowden | Beans | 10 3 20 |
| 146 | Bowmore Wayfield | Grass and Arable | 11 2 11 |
| 147 | Remainder of ditto | Arable | 7 3 22 |
| 148 | Pease Field | Beans | 4 3 34 |
| 149 | New Pease or Porridge Pot | Pasture | 4 3 32 |
| 150 | Bowmore Way-road-side | Pasture | 0 1 38 |
| | | | 221 2 2 |

Manor of Mentmore with Ledborn, with the Appurtenances, Houses, and Buildings on the above Premises, Tithes of Corn, Grain, and Hay of the said Premises.

Advowson of the Vicarage of Mentmore.

*Francis Leach.*

THE

## THE SECOND SCHEDULE.

| Description of Premises. | Parish, Place, or County. | Quantity. | | | Tenant. | Rent. | | |
|---|---|---|---|---|---|---|---|---|
| | | A. | R. | P. | | £ | s. | d. |
| Woodlands - - - | Aldbury, Wigginton, and Tring, in Herts. | 83 | 3 | 12 | In hand. | — | | |
| A Farm and Lands called Pendley, with House and other Buildings thereon. | Aldbury and Tring | 439 | 0 | 12 | Executors of John Woodman. | 550 | 0 | 0 |
| Park Farm and Lands, with House and other Buildings thereon. | Wigginton and Aldbury. | 192 | 2 | 35 | Wm. Grange, late Fulks. | 210 | 0 | 0 |
| Two Cottages, Outbuildings, and Gardens. | Wigginton - - | 0 | 1 | 8 | Cook and Higby | 5 | 0 | 0 |
| Part of Pendley Moor - - | Aldbury - - | 9 | 3 | 28 | John Brown - | 20 | 0 | 0 |
| Cottages and Outbuildings, Gardens and Lands. | Brunstrux in Tring | 5 | 1 | 13 | Stepn. Gates and John Gates. | 35 | 0 | 0 |
| Manors of Pendley, Wigginton, and Brunstrux otherwise Riccardens with Hastoe, with the Quit and other Rents and Profits thereof. | Herts - - | - | - | - | Wm. Brown - | 10 | 0 | 0 |
| The Commons in the said Manors. | — | | — | | — | — | | |
| Manor of Cranwell otherwise Cranewell otherwise Crendwell. | Bucks. | | — | | — | — | | |
| A Farm and Lands called Cranwell, with the House and Buildings thereon. | Waddesdon and Wingrave, Bucks. | 307 | 2 | 32 | Wm. Rose - | 540 | 0 | 0 |
| Tithes of Corn, Grain, and Hay of the last-mentioned Farm, or the Rent-charge in lieu thereof. | — | | — | | — | — | | |
| Whyly Farm, with House and other Buildings thereon. | East Hoathley, Sussex. | 403 | 0 | 23 | John Houghton | 200 | 0 | 0 |
| Tithes of Corn, Grain, and Hay of the last-mentioned Farm, or Rent-charge in lieu thereof. | — | | — | | — | — | | |
| Whyly Woods - - - | - - - | 185 | 3 | 21 | In hand. | — | | |
| Broyle Farm, with Cottage and other Buildings thereon. | Ringmer and Laughton, Sussex. | 187 | 3 | 27 | John Houghton | 200 | 0 | 0 |
| Broyle Place Farm, with House and other Buildings thereon. | Laughton and Ringmer, Sussex. | 192 | 2 | 2 | Thomas Hart Thorpe. | 250 | 0 | 0 |
| Woodlands - - - | Laughton, Sussex - | 34 | 2 | 28 | In hand. | — | | |
| Cottages - - - | Framfield, Sussex - | - | - | - | John Houghton | 10 | 0 | 0 |
| Land - - - | Chiddingley - | - | - | - | King - | 8 | 0 | 0 |
| Ditto - - - | Ditto - - | - | - | - | Moon - | 10 | 0 | 0 |
| The Rectory of Ringmer - | Sussex. | | — | | — | — | | |
| Rent-charge in lieu of Rectorial Tithe. | Ringmer - - | - | - | - | - - about | 585 | 0 | 0 |
| Three Fields numbered respectively 1964, 1965, and 1966 on Tithe Commutation Plan. | Bray and Clewer, Berks, or Bray only. | 15 | 3 | 10 | John Houghton | 22 | 0 | 0 |
| | | | | | | 2,655 | 0 | 0 |

*Francis Leach.*

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