

ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. 10.

An Act for confirming an Exchange between the Right Honourable *Henry Stephen* Earl of *Ilchester* and the Right Honourable *George O'Brien* Earl of *Egremont*, now deceased, and for effecting an Exchange of Lands, by the last Will of the Right Honourable *George* Earl of *Egremont*, now deceased, directed to be sold, for Lands by that Will directed to be settled. [20th *August* 1853.]

Will of Charles Earl of Egremont, dated 31st July 1761.

WHEREAS the Right Honourable *Charles* Earl of *Egremont*, by his last Will and Testament duly executed and attested as then by Law required for passing Freehold Estates by Devise, and bearing Date the Thirty-first Day of *July* One thousand seven hundred and sixty-one, gave and devised all his Manors, Messuages, Lands, Advowsons, Rents, and Hereditaments, Parts and Shares of Manors, Messuages, Lands, Advowsons, Rents, and Hereditaments, in the several Counties of *Somerset*, *Dorset*, and *Cornwall*, with their respective Rights, Members, and Appurtenances, Part of the Estate of his Father Sir *William Wyndham* Baronet, deceased, subject, in the first place, to the raising and paying the Annuities and Sums of Money then affecting the same or therein-after charged thereon by his Will or any Codicil he should thereafter think fit to add thereto, unto his eldest Son, *George O'Brien* Lord *Cockermouth* (in the said Will called

called *George* Lord *Cockermouth*), and his Assigns, during his Life, without Impeachment of Waste, with Remainder to *John* Earl of *Granville* and *George* Earl of *Tyrconnell*, and their Heirs, during the Life of the said *George* Lord *Cockermouth*, in trust to preserve contingent Remainders, with Remainder to the First, Second, Third, and every other the Son and Sons of the said *George* Lord *Cockermouth* successively in Tail Male, with Remainder to the said Testator's Second Son, *Percy Charles Wyndham*, and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the said Trustees, and their Heirs, during the Life of the said *Percy Charles Wyndham*, in trust to preserve contingent Remainders, with Remainder to the First, Second, Third, and every other the Son and Sons of the said *Percy Charles Wyndham* successively in Tail Male, with Remainder to the said Testator's Third Son, *Charles William Wyndham*, and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the said Trustees, and their Heirs, during the Life of the said *Charles William Wyndham*, in trust to preserve contingent Remainders, with Remainder to the First, Second, Third, and all and every other the Son and Sons of the said *Charles William Wyndham* successively in Tail Male, with Remainder, as to all and singular the said Manors, Messuages, Lands, Advowsons, Tithes, Rents, and Hereditaments, Parts and Shares of Manors, Messuages, Lands, and Hereditaments, as well the Estate late of the said Sir *William Wyndham*, the Father of the said Testator, as of *Charles* Duke of *Somerset*, his Grandfather, with their and every of their Appurtenances, to the Fourth, Fifth, and all and every other the Son and Sons of the said Testator's Body lawfully begotten, whether born in his Lifetime or after his Decease, successively and according to Priority of Birth in Tail Male, with Remainders over, and with the Reversion to the Testator's own right Heirs: And whereas, subsequently to the Date of the herein-before in part recited Will, namely, on the Sixth Day of *April* One thousand seven hundred and sixty-three, another and Fourth Son was born to the said *Charles* Earl of *Egremont*, who was afterwards named *William Frederick Wyndham*: And whereas the said *Charles* Earl of *Egremont* made a Codicil to his said Will, which Codicil bears Date the Twenty-second Day of *June* One thousand seven hundred and sixty-three, and thereby made a Provision out of his Personal Estate for his said Fourth Son, the said *William Frederick Wyndham*, but in no way affected the previous Disposition of his Real Estates: And whereas the said *Charles* Earl of *Egremont* died and was buried on or about the First Day of *September* One thousand seven hundred and sixty-three, leaving the Right Honourable *Alicia Maria* Countess of *Egremont*, his Widow, and his Four Sons, herein-before named, him surviving; and his eldest Son, the said *George O'Brien* Lord *Cockermouth*, thereupon succeeded to the Title and Dignity of Earl of *Egremont*, and entered into possession of the said Estates so devised to him in the first

Codicil, dated 22d June 1763.

instance

instance as aforesaid by the said Will of his said late Father: And whereas the said *William Frederick Wyndham*, the Fourth Son of the said *Charles* Earl of *Egremont*, intermarried on the Twenty-first Day of *July* One thousand seven hundred and eighty-four with *Frances Mary Harford* Spinster, by whom he had Issue One Son only, named *George Wyndham*, who was born on the Fifth Day of *October* One thousand seven hundred and eighty-six, and Three Daughters, and another Child, who was born and died in the Year One thousand seven hundred and ninety-four: And whereas the said *William Frederick Wyndham* died on or about the Eighteenth Day of *February* One thousand eight hundred and twenty-eight, leaving his said Son, *George Wyndham*, him surviving: And whereas the said *Charles William Wyndham*, the Third Son of the said *Charles* Earl of *Egremont*, died without Issue, and was buried on or about the Seventeenth Day of *July* One thousand eight hundred and twenty-eight: And whereas the said *Percy Charles Wyndham*, the Second Son of the said *Charles* Earl of *Egremont*, died without Issue, and was buried on or about the Fifteenth Day of *August* One thousand eight hundred and thirty-three: And whereas by an Indenture of Release bearing Date the Twenty-ninth Day of *September* One thousand eight hundred and seventeen, made between the said *George O'Brien* Earl of *Egremont* and Baron of *Cockermouth* of the one Part, and the Right Honourable *Henry Stephen* Earl of *Ilchester*, Lord *Ilchester and Stavordale*, Baron *Strangways* of *Woodsford Strangways* in the County of *Dorset*, and Baron of *Redlynch* in the County of *Somerset*, of the other Part, and grounded on an Indenture of Lease by the said Earl of *Egremont*, therein recited, and bearing Date the Twenty-eighth Day of the same *September*, after reciting that the said Earl of *Egremont* and the said Earl of *Ilchester* were severally seised of the Entirety in some and of certain undivided Shares in other Instances of certain Manors, Farms, Lands, and Hereditaments in the County of *Somerset*, particularly set forth in Four several Schedules thereunto annexed, marked respectively A., B., C., D., the same being Part and Parcel of One ancient Family Estate, but, being then separated in Ownership, and for the most part held in undivided Shares and Portions, were at that Time inconvenient and deteriorated Properties to both, and therefore the said Earls had mutually agreed to exchange the one Property for the other in manner following, (*videlicet*,) the said Earl of *Egremont* to give to the said Earl of *Ilchester*, his Heirs and Assigns, all the Lands and Hereditaments of the said Earl of *Egremont* comprised in the said Schedules marked C. and D. respectively, in exchange for all the said Earl of *Ilchester*'s Lands and Hereditaments comprised in the said Schedules marked A. and B. respectively, except only the Parts, Shares, Purparties, and Portions of the said Earl of *Egremont* and of the said Earl of *Ilchester* respectively of and in the Advowsons of the Rectories of *Chisselborough*,

Indentures dated 28th and 29th Sept. 1817.

borough, *South Braydon*, and *Penselwood*, and that for Equality of Exchange it had been agreed between the said Parties that the said Earl of *Egremont* should pay to the said Earl of *Ilchester* Eight hundred and sixty-five Pounds Two Shillings and Twopence, it is witnessed, that in pursuance of the said Agreement on the Part of the said Earl of *Egremont*, and in consideration of and in exchange for the Lands and Hereditaments of the said Earl of *Ilchester* comprised in the said Schedules marked A., B., respectively, and which by certain Indentures of Lease and Release, the Lease bearing Date the Day next before the Day of the Date of the Release, and the Release bearing even Date with the Indenture now under recital, and made between the said Earl of *Ilchester* of the one Part, and the said Earl of *Egremont* of the other Part, were or were intended to be conveyed and assured by way of Exchange as aforesaid by the said Earl of *Ilchester* unto and to the Use of the said Earl of *Egremont* and his Heirs, the said Earl of *Egremont* did give, grant, bargain, sell, release, and confirm unto the said Earl of *Ilchester* and his Heirs all and singular the Parts, Purparties, and Portions of the said Earl of *Egremont* of and in the Manor or Lordship or reputed Manor or Lordship of *Hardington* in the said County of *Somerset*, also all and singular the Parts, Purparties, and Portions of the said Earl of *Egremont* of and in the Manor or Lordship or reputed Manor or Lordship of *Penselwood* in the said County of *Somerset*, and all and singular the Entirety, Parts, Purparties, and Portions of the said Earl of *Egremont* of and in the several Messuages, Tenements, Lands, and Hereditaments in the Schedule thereunto annexed marked C. mentioned and described (the same Messuages, Tenements, Lands, and Hereditaments being situate in the Parishes of *Hardington*, *Hazelbury*, *Montacute*, and *Penselwood* in the said County of *Somerset*), and also the Entirety, Parts, Purparties, and Portions of the said Earl of *Egremont* of and in all other the Messuages, Woods, Underwoods, Mills, Tofts, Cottages, Lands, Tenements, Meadows, Pastures, Feedings, and Hereditaments whatsoever, with their and every of their Rights, Members, and Appurtenances, situate, lying, and being within the Towns, Parishes, Villages, Hamlets, Fields, or Precincts of *Hardington*, *Hazelbury*, *Montacute*, and *Penselwood*, either or any of them, in the said County of *Somerset*, and also all the Parts, Purparties, and Portions of the said Earl of *Egremont* of and in all those several Closes, Pieces, or Parcels of Land, Meadow and Pasture, and other Tenements and Parcels of Tenements, situate, lying, and being in the said Parish of *Chisselborough* in the said County of *Somerset*, in the Second, Third, and Fourth Columns of the Schedule to the Indenture under recital annexed marked D. mentioned and described, together with the like Entirety, several Parts, Purparties, and Portions of and in the Rights, Royalties, Members, and Appurtenances of the said Manors, Messuages, Lands, Hereditaments, and Premises, either or any of them, or any Part

thereof respectively, except and always reserved unto the said Earl of *Egremont*, his Heirs and Assigns, and not intended to be granted and released by the Indenture under recital, all the Parts, Purparties, and Portions of the said Earl of *Egremont* of and in the Advowson of the several Rectories of *Penselwood* and *Chisselborough* aforesaid, to hold the same, subject to the Residues of the several Terms of Years then determinable with the Lives of the several Persons whose Names appear in the Sixth Column of the said Schedule marked C. or in the Sixth Column of the said Schedule marked D. respectively, and of the several Terms of Years absolute appearing therein-after to be then subsisting therein, unto and to the Use of the said Earl of *Ilchester*, his Heirs and Assigns, for ever, in lieu of and in exchange for the Parts, Purparties, and Portions, and Entireties respectively of the said Earl of *Ilchester* therein described or referred to, and not therein excepted, the same being therein mentioned to be and in fact being the Hereditaments and Premises therein-before mentioned to be or to have been conveyed to the said Earl of *Egremont* and his Heirs in and by the said Indentures of Lease and Release of even Date respectively with the Indenture of Lease by the said Earl of *Egremont*, therein-before and herein-before referred to, and the Indenture of Release under recital, the Indentures of Lease and Release so referred to being those next herein-after in part recited; and in the Indenture of Release now under recital there is contained a Proviso, that if the said Earl of *Egremont*, his Heirs or Assigns, or any Person or Persons lawfully or equitably claiming under or in trust for him, them, or any or either of them, should at any Time thereafter, without his or their wilful Neglect or Default, be evicted or turned out of Possession of the said Premises, which by the said Indentures of Lease and Release of even Date respectively as aforesaid had been or should be granted and conveyed by the said Earl of *Ilchester* unto and to the Use of the said Earl of *Egremont* and his Heirs, by any Person or Persons then or thereafter lawfully or equitably claiming any Estate, Right, or Interest in, to, or out of the same Premises or any of them, so that the said Earl of *Egremont*, his Heirs or Assigns, or any Person or Persons so claiming under or in trust for him, them, or any of them, should or might be prevented or hindered from holding and enjoying the same, according to the true Intent and Meaning of the same Indenture of Release, then the Indenture now under recital, and the Estate and Interest thereby granted and conveyed to the said Earl of *Ilchester* and his Heirs, and all and every Covenant, Clause, Matter, and Thing therein contained, save the Proviso under recital, should cease, determine, and be void, and that it should be lawful for the said Earl of *Egremont*, his Heirs and Assigns, or any Person claiming under him, them, or any of them, to enter into and upon the said Premises thereby granted and conveyed to the said Earl of *Ilchester* and his Heirs in exchange as aforesaid, and have, hold, and enjoy the same

and every Part thereof to his and their own Use and Uses, in the same Manner as if the said Indenture now under recital had not been made: And whereas by an Indenture of Release, bearing Date the said Twenty-ninth Day of *September* One thousand eight hundred and seventeen, and made between the said Earl of *Ilchester* of the one Part, and the said *George O'Brien* Earl of *Egremont* of the other Part, and grounded as a Release on an Indenture of Lease by the said Earl of *Ilchester* bearing Date the said Twenty-eighth Day of the same *September*, after reciting to the Effect recited in the herein-before in part recited Indenture of Release, it is witnessed, that, in pursuance of the said Agreement on the Part of the said Earl of *Ilchester*, and in consideration of and in exchange for the Lands and Hereditaments of the said Earl of *Egremont* comprised in the said Schedules marked C., D., respectively, and which, by the Indentures of Lease and Release therein referred to, the Lease bearing Date the Day next before the Day of the Date of the Release, and the Release bearing even Date with the Indenture of Release now under recital, (the Indentures so referred to being those herein-before recited,) were or were intended to be conveyed and assured by way of Exchange as aforesaid by the said Earl of *Egremont* unto and to the Use of the said Earl of *Ilchester* and his Heirs, and also in consideration of Eight hundred and sixty-five Pounds Two Shillings and Twopence to the said Earl of *Ilchester* paid by the said Earl of *Egremont*, the said Earl of *Ilchester* did give, grant, bargain, sell, release, and confirm unto the said Earl of *Egremont* and his Heirs all and singular the Parts, Purparties, and Portions of the said Earl of *Ilchester* of and in the Manor or Lordship or reputed Manor or Lordship of *South Braydon* in the County of *Somerset*, and all and singular the Entirety, Parts, Purparties, and Portions of the said Earl of *Ilchester* of and in the several Messuages, Tenements, Lands, and Hereditaments in the Schedule thereunto annexed marked A. mentioned and described, such Messuages, Tenements, Lands, and Hereditaments being situate in the several Parishes of *South Braydon*, *Isle Abbotts*, *Ilton*, *Ashill*, *White Lackington*, *Buckland Saint Mary*, and *Cudworth*, in the County of *Somerset*, and also the Entirety, Parts, Purparties, and Portions of the said Earl of *Ilchester* of and in all other the Messuages, Woods, Underwoods, Mills, Tofts, Cottages, Lands, Tenements, Meadows, Pastures, Feedings, and Hereditaments whatsoever, with their and every of their Rights, Members, and Appurtenances, situate, lying, and being within the Towns, Parishes, Villages, Hamlets, Fields, or Precincts of *Braydon* otherwise *South Braydon*, *Fideock*, and *Oldbury*, *Isle Abbotts* otherwise *Abbotts Isle*, *Ashill*, *Aishford* otherwise *Ashford*, *Pile*, *Ilton*, *White Lackington*, *Bickenhall*, *South Petherton*, *Buckland Saint Mary*, *Cudworth*, and *White Staunton*, either or any of them, in the said County of *Somerset*, and also all the Parts, Purparties, and Portions of the said Earl of *Ilchester* of and in all those several

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several Closes, Pieces or Parcels of Land, Meadow and Pasture, and other Tenements and Parcels of Tenements, situate, lying, and being in the Parish of *Chisselborough* in the said County of *Somerset*, in the Second, Third, and Fourth Columns of the Schedule thereunto annexed marked B. mentioned and described, together with the like Entirety, several Parts, Purparties, and Portions of and in the Rights, Royalties, Members, and Appurtenances of the said Manor or reputed Manor, Messuages, Lands, Hereditaments, and Premises, either or any of them, or any Part thereof respectively, except and always reserved unto the said Earl of *Ilchester*, his Heirs and Assigns, and not intended to be granted or released by the Indenture under recital, all the Parts, Purparties, and Portions of the said Earl of *Ilchester* of and in the Advowson of the several Rectories of *Braydon* otherwise *South Braydon* and *Chisselborough* aforesaid, to hold the same, subject to the Residues of the several Terms of Years and Copyhold Estates then determinable with the Lives or Widowhoods of the several Persons whose Names appear in the Sixth Column of the said Schedule marked A., or in the Sixth Column of the said Schedule marked B., respectively, unto and to the Use of the said Earl of *Egremont*, his Heirs and Assigns, for ever, in lieu of and in exchange for all and singular the Parts, Purparties, and Portions and Entireties respectively of the said Earl of *Egremont* therein described or referred to, and not therein excepted, the same being therein mentioned to be and in fact being the Hereditaments and Premises therein-before mentioned to have been conveyed and assured to the said Earl of *Ilchester* and his Heirs in and by the said Indentures of Lease and Release of even Date respectively with the Indenture of Lease by the said Earl of *Ilchester* therein-before referred to, and the Indenture now under recital; and the Indenture now under recital contains Covenants on the Part of the said Earl of *Ilchester* that he was seised in Fee of the said Hereditaments and Premises therein-before granted and released by him, subject to the Estates and Interests of the then Lessees, Copyholders, Tenants, or Occupiers thereof respectively under such Leases or Copies of Court Roll as were specified or referred to in or from the said Schedules marked respectively A. and B., thereunto annexed, and the other usual Covenants for Title thereto, and further Assurance thereof; and in the Indenture now under recital there is contained a Proviso that if the said Earl of *Ilchester*, his Heirs or Assigns, or any Person lawfully or equitably claiming under or in trust for him, them, any or either of them, should at any Time thereafter, without his or their wilful Neglect or Default, be evicted or turned out of Possession of the said Premises which by the said Indentures of Lease and Release of even Date respectively as aforesaid were or should be granted and conveyed by the said Earl of *Egremont* unto and to the Use of the said Earl of *Ilchester* and his Heirs, by any Person then or thereafter lawfully or equitably claiming any Estate, Right, Title, or Interest in,

in, to, or out of the same Premises or any of them, so as that the said Earl of *Ilchester*, his Heirs or Assigns, or any Person lawfully or equitably claiming under or in trust for him, them, or any of them, should or might be prevented or hindered from holding and enjoying the same according to the Intent and Meaning of the same Indenture of Release, then the Indenture of Release now under recital, and the Estate and Interest thereby granted, released, and conveyed to the said Earl of *Egremont* and his Heirs, and all and every Covenant, Clause, Matter, and Thing therein contained, save the Proviso now under recital, should cease and be void, and that it should be lawful for the said Earl of *Ilchester*, his Heirs and Assigns, or any Persons lawfully claiming under him, them, or any of them, to enter into and upon the said Hereditaments and Premises thereby granted and conveyed to the said Earl of *Egremont* and his Heirs in Exchange as aforesaid, and have, hold, and enjoy the same as he or they might or could have holden and enjoyed the same if the Indenture now under recital had not been made: And whereas by Indenture of Release, dated the Thirteenth Day of *May* One thousand eight hundred and eighteen, endorsed on the lastly herein-before recited Indenture of Release, and made between the said *George O'Brien* Earl of *Egremont* of the one Part, and *Henry Tripp*, therein described, of the other Part, and grounded on an Indenture of Lease therein recited, and dated the Twelfth Day of the same *May*, after reciting in part the herein-before recited Will of the said *Charles* Earl of *Egremont* as to the Devise therein contained and herein-before recited of that Testator's Hereditaments in the several Counties of *Somerset*, *Dorset*, and *Cornwall*, with their Appurtenances, Part of the Estate of his Father, it is witnessed, that in consideration of Ten Shillings to the said Earl of *Egremont* paid by the said *Henry Tripp*, he the said Earl of *Egremont* did grant, release, and confirm unto the said *Henry Tripp* and his Heirs all and singular the Lands, Tenements, Hereditaments, and Premises, with their and every of their Rights, Members, and Appurtenances, therein within particularly set forth, delineated, and described, and mentioned to be granted and released, or intended so to be, by the within-named Earl of *Ilchester*, to the Use of the within-named Earl of *Egremont* and his Heirs, to hold the same unto said *Henry Tripp*, his Heirs and Assigns, to such Uses, and upon such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Charges, Declarations, Limitations, and Remainders over, as were limited and declared of and concerning the Hereditaments in the several Counties of *Somerset*, *Dorset*, and *Cornwall* devised by the said therein-before in part recited Will of the said *Charles* Earl of *Egremont*, deceased, or such of them as were then subsisting undetermined and capable of taking effect, and to, for, or upon no other Use, Trust, Intent, or Purpose whatsoever: And whereas by a Memorandum under the Hand of the said Earl

Indentures of Release and Settlement, dated 12th & 13th May 1818.

Memorandum, dated

Earl of Egremont's Estate.

Earl of *Ilchester*, bearing Date the Thirty-first Day of *December* One thousand eight hundred and nineteen, and annexed to the Indenture of Release last herein-before recited under Date of the Twenty-ninth Day of *September* One thousand eight hundred and seventeen, it is stated, that since the Execution of the same Indenture of Release it had been discovered that the following Errors took place, *videlicet*, that a Dwelling House, Barn, and Orchard in *Chisselborough* called "*Goodhouse*," No. 61 on the Plan annexed to the said Deed of Exchange, containing Fifteen Perches, situate at the lower Side of the *Fair Place* and within the Division of the said Parish of *Chisselborough*, which was intended to be conveyed to the Earl of *Egremont*, and which for that Purpose should have been entered in the Schedule to that Deed also annexed marked B., was entered in the Schedule thereto also annexed marked D., and conveyed to the Earl of *Ilchester*, Four Twelfth Parts whereof were then held by Lease dated Twenty-fifth *March* One thousand seven hundred and forty-two for Ninety-nine Years, determinable on the Death of *Thomas Single*, then aged about Eighty-four Years, and the then present Interest and Reversion in Fee were valued by the Two Persons who valued the other Parts of the said Property at Forty-one Pounds Five Shillings; and in the said Memorandum it is further stated, that in another Schedule to the said Deed of Exchange also annexed marked A., in the Premises mentioned in which the then present Interest and Reversion in Fee of the Earl of *Ilchester* were conveyed to the said Earl of *Egremont*, the Sums following in that Memorandum were stated in the Valuation and Survey made for those Exchanges as Heriots payable under certain Leases out of the several Tenements, but that on Reference to the Leases it had been discovered that no Heriot whatever was reserved on either of them, and that to correct those Errors the said Two Valuers, on being applied to by both the said Earls, had valued the said Heriots at the Sum of Six Pounds Twelve Shillings and Eightpence, which, being deducted from the said Sum of Forty-one Pounds Five Shillings, left the Sum of Thirty-four Pounds Twelve Shillings and Fourpence due to the said Earl of *Ilchester* from the said Earl of *Egremont*, and which had then been paid, and the said Earl of *Ilchester* did thereby acknowledge to have received the same from the said Earl of *Egremont*, and did, in consideration thereof, and also in furtherance of the original Intention of the Parties, convey thereby, as well his original Right, Title, Estate, and Interest, as also that taken by Mistake as aforesaid under the said Deed of Exchange of and in the said Premises called "*Goodhouse*," unto the said Earl of *Egremont*, his Heirs and Assigns, for ever, in the same Manner, and to the same Uses, Trusts, Intents, and Purposes, as if the same had been conveyed by the said Deed of Exchange, and entered (as intended to be by and between the said Parties) in the Body of the said Schedule thereto annexed marked

31st Dec. 1819, on Indenture of 29th Sept. 1817.

marked B.: And whereas, in addition to the Errors noticed in and intended to be corrected by the herein-before recited Memorandum, it has been discovered that several very small Tenements, principally situate, like the Premises referred to in that Memorandum, at *Fair Place*, and all within that Division of the said Parish of *Chisselborough* which was intended to be conveyed unto the said *George O'Brien* Earl of *Egremont*, and which, in order to have been conveyed to him accordingly, ought to have been entered in the Schedule marked B. to the secondly herein-before recited Indenture of Release dated the Twenty-ninth Day of *September* One thousand eight hundred and seventeen annexed, were omitted from that Schedule, notwithstanding that they are in the Part coloured Yellow of the said Plans, which Colour denotes the Division last aforesaid, nevertheless the same Tenements, with their Appurtenances, have been enjoyed, under the Uses or Limitations of the last herein-before recited Indenture of Release, as if the same had passed thereby, and by the secondly herein-before recited Indentures of Lease and Release dated respectively the Twenty-eighth and Twenty-ninth Days of *September* One thousand eight hundred and seventeen: And whereas at the Time of the Exchange intended to be effected as aforesaid the said *George O'Brien* Earl of *Egremont* was, under the herein-before recited Will of his said Father, Tenant for Life, subject as aforesaid in that Behalf, of the Hereditaments and Premises conveyed by him to the said Earl of *Ilchester* as aforesaid, or intended so to be by the first herein-before recited Indentures, dated respectively the Twenty-eighth and Twenty-ninth Days of *September* One thousand eight hundred and seventeen, and entitled, expectant on the intermediate Estates by that Will created thereof, to the Reversion in Fee of the same Hereditaments and Premises, and at the same Time the said Earl of *Ilchester* was seised or well entitled in Fee Simple, subject as aforesaid in that Behalf, of or to the Hereditaments and Premises both conveyed and intended as aforesaid to be conveyed by him to the said *George O'Brien* Earl of *Egremont* by the secondly herein-before recited Indentures of Lease and Release dated respectively the Twenty-eighth and Twenty-ninth Days of *September* One thousand eight hundred and seventeen, other than One undivided Moiety of the Four undivided Twelfth Parts thereby conveyed by him the said Earl of *Ilchester* of the therein mentioned Manor or reputed Manor of *South Braydon*, and other than One undivided Moiety of Four undivided Twelfth Parts of the Farm called *Merrifield Farm*, comprised in the Schedule marked A. to the same Indenture of Release annexed, to which Moieties he was equitably entitled in Fee, subject to a perpetual yearly Sum of Seventeen Pounds payable out of the Rents and Profits thereof under the Trusts of an Indenture dated the Thirteenth Day of *January* One thousand seven hundred and fifty-five, duly enrolled in the said Court of Chancery,

and

and made or expressed to be made between *Susannah Strangways Horner*, therein described, and through whom the said Earl of *Ilchester* derived Title, of the one Part, and Sir *Robert Long* and *Alexander Mallett*, both therein described, of the other Part, for the charitable Purpose mentioned in that Indenture, and, further, subject to a Trust declared by the same Indenture that the Trustees or Trustee for the Time being thereof should, out of the Remainder of such Rents and Profits, well and sufficiently support, maintain, and keep certain Parts, therein described, of the therein mentioned Almshouse at *Elton Green* in the said County of *Somerset*, for effecting which charitable Purposes the legal Fee of the same Moieties was by the same Indenture vested in the said Sir *Robert Long* and *Alexander Mallett*, nevertheless the said Earl of *Ilchester* hath, since the said Exchange, from Time to Time paid the said yearly Sum of Seventeen Pounds, and supported, maintained, and kept the Parts aforesaid of the said Almshouse, and hath indemnified the Hereditaments and Premises so conveyed by him in Exchange as aforesaid against the same, and he, pursuant to his Covenant for further Assurance contained in the secondly herein-before recited Indenture of Release, dated the Twenty-ninth Day of *September* One thousand eight hundred and seventeen, is consenting to give the Powers of Entry and Distress upon the Hereditaments hereinafter in that Behalf described and charged therewith, by way of further Indemnity from and against the same Trusts: And whereas the said *George O'Brien* Earl of *Egremont* departed this Life without leaving Issue, and was buried on the Twenty-first Day of *November* One thousand eight hundred and thirty-seven, whereupon the said *George Wyndham* succeeded to the Title and Dignity of Earl of *Egremont*, and as the Issue in Tail Male of his said Father the said *William Frederick Wyndham* became entitled in Tail Male, not only to the Hereditaments by the herein-before in part recited Will of the said *Charles* Earl of *Egremont* devised as aforesaid, but to the Hereditaments and Premises by the said Earl of *Ilchester*, on the Exchange aforesaid, conveyed to the said *George O'Brien* Earl of *Egremont* by the secondly herein-before recited Indentures of Lease and Release dated respectively the Twenty-eighth and Twenty-ninth Days of *September* One thousand eight hundred and seventeen, and by him in and by the lastly herein-before recited Indentures of Lease and Release dated respectively the Twelfth and Thirteenth Days of *May* One thousand eight hundred and eighteen conveyed and settled to the then subsisting Uses of the said Will of the said *Charles* Earl of *Egremont*: And whereas by Indenture of Release dated the Twenty-first Day of *November* One thousand eight hundred and thirty-seven, made between the said *George* Earl of *Egremont* of the one Part, and *William Upton Tripp*, therein described, of the other Part, and grounded on an Indenture of Lease dated the Twentieth Day

Indenture of Release, dated 20th and 21st Nov. 1837.

Day of the same *November*, after reciting, amongst other things, the herein-before recited Will of the said *Charles* Earl of *Egremont*, and that the said *George* Earl of *Egremont* was minded and desirous that the Estate Tail in possession vested in him under and by virtue of that Will, and all Limitations expectant thereon, should be barred and extinguished, and the Inheritance in Fee Simple in possession of and in all and singular the said Manors, Advowsons, Messuages, Lands, and Hereditaments therein-before mentioned or referred to should be immediately limited to the Uses and in manner therein-after expressed, it is witnessed, that, in order to bar and extinguish the Estate Tail of the said *George* Earl of *Egremont* in the Manors, Parts of Manors, Advowsons, Parts of Advowsons, Messuages, Farms, Lands, Tithes, Rents, Tenements, and Hereditaments therein-after described or referred to, and thereby granted and released or otherwise assured, and all Estates, Powers, Rights, and Interests limited to take effect after the Determination or in defeazance of the said Estate Tail, and in order to limit and assure the Inheritance in Fee Simple in possession of and in the same Hereditaments and Premises to the Uses and in manner therein-after expressed, the said *George* Earl of *Egremont*, in consideration of Ten Shillings, did grant, bargain, sell, alien, and release unto the said *William Upton Tripp* and his Heirs all and singular the Manors or Lordships, or reputed Manors or Lordships, Capital and other Messuages, Tenements, Advowsons, Rights of Patronage and Presentation, Lands, Tenements, and Hereditaments, and Parts, Shares, and Purparties and Proportions of and in all and singular the Manors or Lordships, Capital and other Messuages, Tenements, Advowsons, Rights of Patronage and Presentation, Lands, Tenements, and Hereditaments, situate, lying, and being in the several Counties of *Somerset*, *Dorset*, and *Cornwall*, or elsewhere in the Kingdom of *Great Britain*, then vested in the said *George* Earl of *Egremont*, Party thereto, or to which or whereto or wherein he was then entitled or seised of any Estate Tail in possession under the therein-before in part recited Will of the said *Charles* Earl of *Egremont* deceased, with their and each and every of their Rights, Royalties, Members, Privileges, and Appurtenances, to hold the same unto the said *William Upton Tripp* and his Heirs, freed and discharged from the said Estate Tail of the said *George* Earl of *Egremont*, and all Estates, Rights, Titles, Interests, and Powers to take effect after the Determination or in defeazance of the said Estate Tail, nevertheless to the Uses and for the Purposes therein-after expressed concerning the same, that is to say, to the Use of such Person or Persons, upon such Trusts, for such Estates and Interests, Intents and Purposes, and in such Manner and Form, and with, under, and subject to such Powers, Provisoes, Declarations, and Agreements, as the said *George* Earl of *Egremont* by Deed or Instrument in Writing so sealed, delivered, and attested

as

as therein mentioned should appoint, and in default of any such Appointment, or so far as any such Appointment, if made, should not extend, and in the meantime subject thereto, to the Use of the said *George* Earl of *Egremont* during his Life, without Impeachment of Waste, with Remainder to the Use of the said *William Upton Tripp*, his Executors and Administrators, during the Life of and in trust for the said *George* Earl of *Egremont*, with Remainder to the Use of the right Heirs of the said *George* Earl of *Egremont* for ever: And whereas the last herein-before recited Indentures of Lease and Release were both enrolled in the said Court of Chancery, pursuant to the Statute passed in the Third and Fourth Years of the Reign of King *William* the Fourth, Chapter Seventy-four: And whereas by Indenture of Release dated the Twenty-eighth Day of *May* One thousand eight hundred and forty, made between the said *George* Earl of *Egremont* and the Right Honourable *Jane* Countess of *Egremont*, his Wife, of the one Part, and the said *William Upton Tripp* of the other Part, and grounded as a Release on an Indenture of Lease dated the Twenty-seventh Day of the same *May*, after reciting the last herein-before recited Indentures of Lease and Release, and the Will of the said *George O'Brien* Earl of *Egremont*, which bears Date on or about the Tenth Day of *September* One thousand eight hundred and thirty-four, and was duly executed and attested as then by Law required for passing Freehold Estates by Devise, whereby he gave and devised all his Freehold and Customary and Copyhold (if any) Messuages, Lands, Tithes, Tenements, and Hereditaments whatsoever, and Parts and Shares thereof respectively, situate in the several Counties of *Wilts*, *Somerset*, *Devon*, *Dorset*, and *Cornwall*, or in any or either of them, with their Rights, Members, and Appurtenances, unto and to the Use of his Nephew the said *George* Earl of *Egremont*, by his then Name and Description of *George Wyndham*, Son of his the Testator's late youngest Brother *William Frederick Wyndham* deceased, and to the Heirs Male of his Body lawfully issuing, with Remainders over, and which Will was proved on the Twenty-fourth Day of *November* One thousand eight hundred and thirty-eight in the Prerogative Court of the Archbishop of *Canterbury*, and reciting that it was considered doubtful whether the therein-before recited Indentures of Lease and Release of the Twentieth and Twenty-first Days of *November* One thousand eight hundred and thirty-seven comprised or passed any Hereditaments which since the Decease of the said *Charles* Earl of *Egremont* had been conveyed or become either legally or equitably subject or liable to the Uses by his said Will declared of and concerning the Hereditaments and Third Part or Share or other Part or Share of Hereditaments thereby devised to Uses under which the said *George* Earl of *Egremont* became Tenant in Tail in possession on the Death of his late Uncle, *George O'Brien* Earl of *Egremont*, and also reciting that the said *George* Earl of *Egremont*

Indenture of Release, dated 27th and 28th May 1848.

was desirous and had determined to bar his Estate Tail, if any, as well in such Freehold Manors, Messuages, Lands, Tithes, and Hereditaments, if any, as had been conveyed or otherwise assured or devised, or had by any other Means become either legally or equitably subject or liable to such Uses of the said Will of the said *Charles* Earl of *Egremont* deceased as therein-before mentioned or referred to, as also his Estate Tail of and in the Freehold Messuages, Lands, Tithes, Tenements, and Hereditaments by the said recited Will of the said *George O'Brien* late Earl of *Egremont* given and devised to him and the Heirs Male of his Body as aforesaid, and all Reversions and Remainders thereupon expectant or depending, and all collateral Limitations and Estates, Rights, Titles, Interests, and Powers to take effect after the Determination or in defeazance of such Estates Tail, and to limit and assure the same respective Manors, Messuages, Lands, Tithes, Tenements, and Hereditaments, and Part or Share or Parts or Shares, with their Appurtenances, to the Uses and in manner therein-after expressed and declared of and concerning the same, and that the said *Jane* Countess of *Egremont*, his Wife, had, at the Request of the said *George* Earl of *Egremont*, agreed to join and concur with him in the Indenture now in recital, and to acknowledge the same, in order and to the Intent to bar and extinguish all Right and Title of or to Dower or Thirds in or out of the same Manors, Messuages, Lands, Tithes, Tenements, and Hereditaments, and Part or Share or Parts or Shares, it is witnessed, that in pursuance of the said recited Desire and Determination and Agreement, and in consideration of Ten Shillings, the said *George* Earl of *Egremont* and *Jane* Countess of *Egremont*, his Wife, did grant, bargain, sell, release, and confirm unto the said *William Upton Tripp*, and to his Heirs, all and singular the Freehold Manors or Lordships, Capital and other Messuages, Lands, Rectories, Tithes, Tenements, Advowsons, and Hereditaments whatsoever, and Part or Share and Parts or Shares of Manors or Lordships, Capital and other Messuages, Lands, Rectories, Tithes, Tenements, Advowsons, and Hereditaments whatsoever, respectively situate in the said several Counties of *Somerset*, *Dorset*, *Cornwall*, *Wilts*, and *Devon*, or in any or either of them, or elsewhere in *Great Britain*, of or to which he the said *George* Earl of *Egremont*, Party thereto, was entitled at Law or in Equity for an Estate in Tail Male or in Tail General under or by virtue of the said Will of the said *Charles* Earl of *Egremont* deceased, and any Conveyance or Assurance, Conveyances and Assurances, or Devise, to any of the Uses of the same Will, or under or by virtue of any Partition or Partitions made of any Freehold Hereditaments of which any Part or Share or Parts or Shares was or were devised by such Will, or under or by virtue of any Allotment or Allotments, Exchange or Exchanges, made under or in pursuance of any Act or Acts of Inclosure, or of any Deed or Deeds of Exchange, or otherwise in lieu or in respect of any Freehold Manors,

Manors, Lands, Tenements, or Hereditaments, or Part or Share or Parts or Shares devised by such Will, or under or by virtue of the said therein-recited Will of the said *George O'Brien* Earl of *Egremont*, deceased, to hold the same, with their Appurtenances, (freed and discharged from all Estates Tail whatsoever of him the said *George* Earl of *Egremont*, and all Reversions and Remainders thereupon expectant or depending, and all collateral Limitations, Estates, Rights, Titles, Interests, and Powers to take effect after the Determination or in defeazance of any such Estates Tail,) unto the said *William Upton Tripp* and his Heirs for ever, to the Use, Intent, and Purpose to corroborate and confirm all Mortgages, Charges, and Incumbrances which since the Decease of the said *George O'Brien* late Earl of *Egremont* had been granted or made by the said *George* Earl of *Egremont*, or expressed and intended so to be, and all Powers, Provisions, and Stipulations contained in the several Deeds and Assurances for granting and making such Mortgages, Charges, and Incumbrances respectively, and, subject and without Prejudice to such Confirmation, to the Use of such Person or Persons, upon such Trusts, for such Estates, Intents, and Purposes, and in such Manner and Form, and with, under, and subject to such Powers, Provisoes, Declarations, and Agreements as the said *George* Earl of *Egremont*, by Deed or Instrument in Writing, so sealed, delivered, and attested as therein mentioned, should from Time to Time appoint, and in default of and subject to any such Appointment, to the Use of the said *George* Earl of *Egremont* during his Life, *sans* Waste, with Remainder to the Use of the said *William Upton Tripp*, his Executors and Administrators, during the Life of and in trust for the same Earl, with Remainder to the Use of the right Heirs of the said *George* Earl of *Egremont* for ever: And whereas the last herein-before recited Indentures of Lease and Release were both acknowledged by the said *Jane* Countess of *Egremont*, and enrolled in the said Court of Chancery pursuant to the Statute herein-before mentioned: And whereas the said *George* Earl of *Egremont* by his last Will, which bears Date the Thirtieth Day of *September* One thousand eight hundred and forty-two, and was duly executed, after giving certain pecuniary and specific Legacies out of and charged upon his Personal Estate, devised and bequeathed unto *John Walter Roberts*, therein described, and since deceased, the Reverend *William Cookesley Thompson* (therein called *William Thompson*) Clerk, Rector of *Blackborough* in the County of *Devon*, the Reverend *Joseph Stroud* Clerk, Curate of *Williton* in the County of *Somerset*, *Robert Biddulph* Esquire, of *Charing Cross* in the County of *Middlesex*, Banker, and *Lawrence Walker* of *King's Road*, *Gray's Inn*, in the same County, the Testator's then Auditor, their Heirs, Executors, Administrators, and Assigns, all and singular the Freehold, Copyhold or Customary, and Leasehold Manors, Messuages, Farms, Lands, Tenements,

Will of George Earl of Egremont, dated 30th Sept. 1842.

Tenements, Tithes, and Hereditaments, and Freehold and Copyhold or Customary Real Estate and Leasehold Estate whatsoever, and whether in the Counties of *Devon*, *Somerset*, *Wilts*, and *Surrey*, or any of them, or elsewhere, of or to which he the said Testator, or any Person or Persons in trust for him, should at his Death be seised, possessed, or entitled, in possession, reversion, remainder, or expectancy, or which, in exercise of any Power, he was or should be enabled to appoint by that his Will, and all the Rest and Residue of his Personal Estate and Effects, of what Nature or Kind soever, and such Personal Estate and Effects as by virtue of any Power he was or should be enabled to dispose of by that his Will, including in such Devises and Bequests the Messuages, Lands, Tenements, Tithes, and Hereditaments which he should have contracted to purchase or receive in Exchange, and which Contract or Contracts should not at his Death be completed; also, but subject to the Equities then affecting the same, the Messuages, Lands, Tenements, Tithes, and Hereditaments which at his Death he should have contracted to sell or give in Exchange, and which Contracts or Contract should not then be completed, but excluding from such Devises and Bequests all such other Real and Personal Estate and Effects as at his Death should be vested in him upon any Trusts, and all such Real and Personal Estate as should be then vested in him by way of Mortgage, to hold the same unto and to the Use of the said *John Walter Roberts*, *William Cookesley Thompson*, *Joseph Stroud*, *Robert Biddulph*, and *Lawrence Walker*, their Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality thereof respectively; nevertheless upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations therein-after expressed and contained and in part hereafter mentioned of and concerning the same respectively, *videlicet*, upon Trusts, as to the said Contracts, either to complete, or vary, rescind, or abandon the same, and upon the usual Trusts for Sale, either by Public Auction or Private Contract, of such of the said Freehold, Copyhold or Customary, and Leasehold Hereditaments, Tithes, and Tenements therein-before devised and bequeathed as should be situate, lying, or being, arising, coming, growing, or renewing in the Counties of *Wilts* and *Surrey*, and in certain Parishes in the Counties of *Devon* and *Somerset*, including the Parishes of *Whitelackington Cudworth*, *Chisselborough*, and *Broadway*, in the County of *Somerset*, and with the usual Power of giving good Discharges for the Purchase Monies, and upon trust by Mortgage of all or any of his the Testator's Freehold, Copyhold or Customary, and Leasehold Manors, Hereditaments, and Premises therein-before devised and bequeathed respectively, and not therein-before directed to be sold, save any such Advowson as therein mentioned, or by the other Means therein mentioned, but not by Sale, to raise sufficient Funds to discharge,

together with the Produce of his Personal Estate not specifically bequeathed, and of the Hereditaments, Tithes, and Tenements so directed to be sold, his Debts, Legacies, Funeral and Testamentary Expenses, and the other Charges therein mentioned, and, subject to a Trust for Payment of Rents and Performance of Covenants as to the Leasehold Parts of the last-mentioned Premises, and for Renewal of the Leases thereof, and for providing a Fund for that Purpose, and subject to a Trust for keeping down Interest on the Mortgages and Charges therein mentioned, and Payment of other Outgoings, and subject to a Trust for Payment to *Caroline Fanny Voules*, then of *Blackborough* aforesaid, on either of the Two Contingencies therein mentioned, one of which happened, a clear Annuity of Four hundred Pounds during her Life, with a proportionate Part thereof in the Event therein mentioned, upon trust to pay the Residue of the Rents, Issues, and Profits of the same Manors, Hereditaments, and Premises to the said *Jane* Countess of *Egremont* for her Life, and after her Death, and the Expiration of a Period of Accumulation of Income directed for the Payment of the Testator's Debts, and the other Charges therein mentioned, upon trust to convey and settle all and singular the Freehold Manors, Hereditaments, and Premises therein-before devised, and being Freeholds of Inheritance, and not therein-before directed to be sold, but without Prejudice to the Incumbrances affecting the same, if there should be any such unsatisfied, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations therein-after limited and expressed of and concerning the same, that is to say, as to some Part of the same Manors, Hereditaments, and Premises to be selected by the said Trustees or Trustee which should be then let at a Rent or Rents of not less than Five hundred Pounds yearly, to the Uses therein mentioned, limiting to the said *Caroline Fanny Voules*, her Executors, Administrators, and Assigns, out of the Hereditaments so to be selected, if the Annuity of Four hundred Pounds therein-before eventually provided for her should have become payable, a clear yearly Rentcharge of Four hundred Pounds, together with a proportionate Part thereof in the Event therein mentioned, with the usual Powers and Remedies for compelling Payment thereof respectively, and as to all and singular the said Freehold Manors, Hereditaments, and Premises therein-before directed to be settled, but, as to the Hereditaments to be charged with the said yearly Rent, subject to that Rent and to the Powers and Remedies last aforesaid, to the Use of the Testator's Relation, *William Wyndham* of *Dinton* in the County of *Wilts*, therein-after designated *William Wyndham* the Son, and who was the eldest Son of *William Wyndham* Esquire, late of the same Place, whom he the Testator had therein-after designated *William Wyndham* the Father, for his Life, *sans* Waste, Remainder to the

Use of Trustees to be in such Settlement named as therein mentioned, for the Life of the said *William Wyndham* the Son, in trust to preserve contingent Remainders, Remainder to the Use of *William Wyndham*, eldest Son of the said *William Wyndham* the Son, and therein-after designated *William Wyndham* the Grandson, for his Life, *sans* Waste, Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders, Remainder to the Use of the First and other Sons of the said *William Wyndham* the Grandson, born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth during their respective Lives, *sans* Waste, with Remainders respectively to the Use of the said Trustees during the Lives of such Sons respectively, in trust to preserve contingent Remainders, with Remainders respectively to the Use of their respective First and other Sons, successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the Sons of the said *William Wyndham* the Grandson, and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid, Remainder to the Use of the Son and Sons of the said *William Wyndham* the Grandson not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another in the Order of Birth in Tail Male, Remainder to the Use of *Edmund Wyndham*, Second Son of the said *William Wyndham* the Son, for his Life, *sans* Waste, Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders, Remainder to the Use of the First and other Sons of the said *Edmund Wyndham* born in the said Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth during their respective Lives, *sans* Waste, with Remainders respectively to the Use of the said Trustees during the Life of such Sons respectively, in trust to preserve contingent Remainders, with Remainders respectively to the Use of their respective First and other Sons, successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the Sons of the said *Edmund Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid, Remainder to the Use of the Son and Sons of the said *Edmund Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another in the Order of Birth in Tail Male, Remainder to the Use of *Arthur Wyndham*, Third Son of the said *William Wyndham* the Son, for his Life, *sans* Waste, Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders, Remainder to the Use of the First and other Sons of the said *Arthur Wyndham*

Wyndham born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth during their respective Lives, *sans* Waste, with Remainders respectively to the Use of the said Trustees during the Lives of such Sons respectively, in trust to preserve contingent Remainders, with Remainders respectively to the Use of their respective First and other Sons, successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the Sons of the said *Arthur Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid, Remainder to the Use of the Son and Sons of the said *Arthur Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male, Remainder to the Use of *Wadham Wyndham*, Fourth Son of the said *William Wyndham* the Son, for his Life, *sans* Waste, Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders, Remainder to the Use of the First and other Sons of the said *Wadham Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth during their respective Lives, *sans* Waste, with Remainders respectively to the Use of the said Trustees during the Lives of such Sons respectively, in trust to preserve contingent Remainders, with Remainders respectively to the Use of their respective First and other Sons, successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the Sons of the said *Wadham Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid, Remainder to the Use of the Son and Sons of the said *Wadham Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male, Remainder to the Use of *Hugh Wyndham*, Fifth Son of the said *William Wyndham* the Son, for his Life, *sans* Waste, with Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders, Remainder to the Use of the First and other Sons of the said *Hugh Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth, during their respective Lives, *sans* Waste, with Remainders respectively to the Use of the said Trustees during the Lives of such Sons respectively, in trust to preserve contingent Remainders, with Remainders respectively to the Use of their respective First and other Sons, successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the Sons of the said *Hugh Wyndham* and his First and other

Sons,

Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid, Remainder to the Use of the Son and Sons of the said *Hugh Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male, Remainder to the Use of the Son and Sons of the said *William Wyndham* the Son to be thereafter born during the Testator's Life or in due Time after his Decease, successively according to Priority of Birth during their respective Lives, *sans* Waste, with Remainders respectively to the Use of the said Trustees during the respective Lives of such subsequently born Sons, in trust to preserve contingent Remainders, with Remainders respectively to the Use of their respective First and other Sons successively and in remainder one after another as they respectively shall be in priority of Birth in Tail Male, every elder of the same subsequently-born Sons of the said *William Wyndham* the Son, and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid, Remainder to the Use of the future-born Son and Sons of the said *William Wyndham* the Son not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male, Remainder to the Use of *Alexander Wadham Wyndham*, Second Son of the said *William Wyndham* the Father, for his Life, *sans* Waste, with Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders, Remainder to the Use of *William Trevelyan Wyndham*, eldest Son of the said *Alexander Wadham Wyndham*, for his Life, *sans* Waste, with Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders, Remainder to the Use of the First and other Sons of the said *William Trevelyan Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth during their respective Lives, *sans* Waste, with Remainders respectively to the Use of the said Trustees during the Lives of such Sons respectively, in trust to preserve contingent Remainders, with Remainders respectively to the Use of their respective First and other Sons, successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the Sons of the said *William Trevelyan Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid, Remainder to the Use of the Son and Sons of the said *William Trevelyan Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one

after

after another according to Priority of Birth in Tail Male, Remainder to the Use of *Alfred Wyndham*, Second Son of the said *Alexander Wadham Wyndham*, for his Life, *sans* Waste, Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders, Remainder to the Use of the First and other Sons of the said *Alfred Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth during their respective Lives, *sans* Waste, with Remainders respectively to the Use of the said Trustees during the respective Lives of such Sons respectively, in trust to preserve contingent Remainders, with Remainders respectively to the Use of their First and other Sons, successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the Sons of the said *Alfred Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid, Remainder to the Use of the Son and Sons of the said *Alfred Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male, Remainder to the Use of *Spencer Wyndham*, Third Son of the said *Alexander Wadham Wyndham*, for his Life, *sans* Waste, Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders, Remainder to the Use of the First and other Sons of the said *Spencer Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth during their respective Lives, *sans* Waste, with Remainders respectively to the Use of the said Trustees during the respective Lives of such Sons respectively, in trust to preserve contingent Remainders, with Remainders respectively to the Use of their respective First and other Sons, successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the Sons of the said *Spencer Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid, Remainder to the Use of the Son and Sons of the said *Spencer Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another in the Order of Birth in Tail Male, Remainder to the Use of the Son and Sons of the said *Alexander Wadham Wyndham* to be thereafter born during the Testator's Life or in due Time after his Decease, successively according to Priority of Birth during their respective Lives, *sans* Waste, with Remainders respectively to the Use of the said Trustees during th erespective Lives of such subsequently-born Sons, in trust to preserve contingent Remainders, with Remainders respectively to

the Use of their respective First and other Sons, successively and in remainder one after another as they respectively shall be in priority of Birth in Tail Male, every elder of the same subsequently-born Sons of the said *Alexander Wadham Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid, Remainder to the Use of the future-born Son and Sons of the said *Alexander Wadham Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male, Remainder to the Use of *George Wyndham*, then settled in *New South Wales*, the Third Son of the said *William Wyndham* the Father, for his Life, *sans* Waste, Remainder to the Use of the said Trustees during the Life of the said *George Wyndham*, in trust to preserve contingent Remainders, Remainder to the Use of *Alward Wyndham*, First Son of the said *George Wyndham*, for his Life, *sans* Waste, Remainder to the Use of the said Trustees during the Life of the said *Alward Wyndham*, in trust to preserve contingent Remainders, Remainder to the Use of the First and other Sons of the said *Alward Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth, *sans* Waste, with Remainders respectively to the Use of the said Trustees during the respective Lives of the said Sons respectively, in trust to preserve contingent Remainders, with Remainders respectively to the Use of their First and other Sons, successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the Sons of the said *Alward Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid, Remainder to the Use of the Son and Sons of the said *Alward Wyndham* not born in the Testator's Lifetime or in due Time after his Death, successively and in remainder one after another according to Priority of Birth in Tail Male, Remainder to the Use of *George Wyndham* the younger, Second Son of the said *George Wyndham*, for his Life, *sans* Waste, Remainder to the Use of the said Trustees during the Life of the said *George Wyndham* the younger, in trust to preserve contingent Remainders, Remainder to the Use of the First and other Sons of the said *George Wyndham* the younger, born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth during their respective Lives, *sans* Waste, with Remainders respectively to the Use of the said Trustees during the respective Lives of such Sons respectively, in trust to preserve contingent Remainders, with Remainders respectively to the Use of their respective First and other Sons, successively and in remainder one after another

according

according to Priority of Birth in Tail Male, every elder of the Sons of the said *George Wyndham* the younger and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid, Remainder to the Use of the Son and Sons of the said *George Wyndham* the younger, not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male, Remainder to the Use of *John Wyndham*, Third Son of the said *George Wyndham*, for his Life, *sans* Waste, Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders, Remainder to the Use of the First and other Sons of the said *John Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth during their respective Lives, *sans* Waste, with Remainders respectively to the Use of the said Trustees during the Lives of such Sons respectively, in trust to preserve contingent Remainders, with Remainders respectively to the Use of their respective First and other Sons, successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the Sons of the said *John Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid, Remainder to the Use of the Son and Sons of the said *John Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male, with Remainder to the Use of *Francis Wyndham*, Fourth Son of the said *George Wyndham*, and his Assigns, *sans* Waste, Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders, Remainder to the Use of the First and other Sons of the said *Francis Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth during their respective Lives, *sans* Waste, with Remainders respectively to the Use of the said Trustees during the respective Lives of such Sons respectively, in trust to preserve contingent Remainders, with Remainders respectively to the Use of their First and other Sons, successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the Sons of the said *Francis Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid, Remainder to the Use of the Son and Sons of the said *Francis Wyndham* not born in the Testator's Lifetime or in due Time after his Death, successively and in remainder one after another according to Priority of Birth in Tail Male,

Male, with Remainder to the Use of *Hugh Wyndham*, Fifth Son of the said *George Wyndham*, for his Life, *sans* Waste, Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders, Remainder to the Use of the First and other Sons of the said *Hugh Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth, during their respective Lives, *sans* Waste, with Remainders respectively to the Use of the said Trustees during the Lives of such Sons respectively, in trust to preserve contingent Remainders, with Remainders respectively to the Use of their respective First and other Sons, successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the Sons of the said *Hugh Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid, Remainder to the Use of the Son and Sons of the same *Hugh Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male, with Remainder to the Use of *Alexander Wyndham*, Sixth Son of the said *George Wyndham*, for his Life, *sans* Waste, Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders, Remainder to the Use of the First and other Sons of the said *Alexander Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth, during their respective Lives, *sans* Waste, with Remainders respectively to the Use of the said Trustees during the respective Lives of the said Sons respectively, in trust to preserve contingent Remainders, with Remainders respectively to the Use of their First and other Sons, successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the Sons of the said *Alexander Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid, Remainder to the Use of the Son and Sons of the said *Alexander Wyndham* not born in the Testator's Lifetime or in due Time after his Death, successively and in remainder one after another according to Priority of Birth in Tail Male, with Remainder to the Use of every other Son of the said *George Wyndham* then already born (if any) or thereafter during the Testator's Life or in due Time after his Death to be born, successively according to Priority of Birth during their respective Lives, *sans* Waste, with Remainders respectively to the Use of the said Trustees during the respective Lives of the same subsequently-born Sons respectively, in trust to preserve contingent Remainders, Remainder to the Use of their respective First and other Sons, successively and in remainder one after another

in the Order of Birth in Tail Male, every elder of the said subsequently-born Sons of the said *George Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid, Remainder to the Use of the Son and Sons of the said *George Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male, Remainder to the Use of *Francis Wyndham* Esquire, Fourth Son of the said *William Wyndham* the Father, for his Life, *sans* Waste, with Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders, Remainder to the Use of his First and other Sons born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth during their respective Lives, *sans* Waste, with Remainders respectively to the Use of the said Trustees during the Lives of such Sons respectively, in trust to preserve contingent Remainders, with Remainders respectively to the Use of their respective First and other Sons, successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the Sons of the same *Francis Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid, Remainder to the Use of the Son and Sons of the same *Francis Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively in Tail Male, with Remainder to the Use of the Reverend *John Wyndham* Clerk, Fifth Son of the said *William Wyndham* the Father, and his Assigns, for his Life, *sans* Waste, Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders, Remainder to the Use of his only Son *Edward Sandford Wyndham* for his Life, *sans* Waste, Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders, Remainder to the Use of the First and other Sons of the said *Edward Sandford Wyndham*, born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth during their respective Lives, *sans* Waste, with Remainders respectively to the Use of the said Trustees during the respective Lives of the said Sons respectively, in trust to preserve contingent Remainders, with Remainders respectively to the Use of their respective First and other Sons, successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the Sons of the said *Edward Sandford Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid, Remainder to the Use of the Son and Sons

of the said *Edward Sandford Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male, with Remainder to the Use of every other Son thereafter during the Testator's Life or in due Time after his Decease to be born of the last-named *John Wyndham*, successively according to Priority of Birth during the Life of each such Son respectively, *sans* Waste, with Remainders respectively to the Use of the said Trustees during the respective Lives of the said Sons respectively, in trust to preserve contingent Remainders, with Remainders respectively to the Use of their First and other Sons, successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the said subsequently-born Sons of the said *John Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid, Remainder to the Use of the Son and Sons of the said *John Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth during the Life of each such Son respectively, *sans* Waste, with Remainders respectively to the Use of the said Trustees during the respective Lives of the said Sons respectively, in trust to preserve contingent Remainders, Remainder to the Use of the First and other Sons of the said *Charles Henry Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth during their respective Lives, *sans* Waste, with Remainders respectively to the Use of the said Trustees during the respective Lives of the said Sons respectively, in trust to preserve contingent Remainders, with Remainders respectively to the Use of their respective First and other Sons, successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the Sons of the said *Charles Henry Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid, Remainder to the Use of the Son and Sons of the said *Charles Henry Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male, with Remainder to the Use of the Testator's own right Heirs for ever, such Heir to be the Person or Persons answering that Description at the Testator's Death, and he of his said Will appointed the said *John Walter Roberts*, *William Cookesley Thompson*, *Joseph Stroud*, *Robert Biddulph*, *Lawrence Walker*, and the said *Jane* Countess of *Egremont*, Executors: And whereas the said Testator, by a Codicil to his said

First Codicil, dated 11th Aug. 1844.

said Will, which Codicil bears Date the Eleventh Day of *August* One thousand eight hundred and forty-four, and was duly executed, directed the Trustees or Trustee for the Time being of that Will, subject to the Trusts thereof to which the Payment of the Annuity of Four hundred Pounds thereby contingently given to the said *Caroline Fanny Voules* was thereby made subject, and out of the Rents and Profits out of which that Annuity was directed to be paid, to pay to the said *Caroline Fanny Voules*, on the happening of either of the same Contingencies, and in addition to said Annuity of Four hundred Pounds, the further Annuity of One hundred Pounds during her Life, and directed the said Annuities of Four hundred Pounds and One hundred Pounds to be paid quarterly, and gave proportionate Parts of the said Annuities in the Event therein mentioned, and after her Decease happening in the Lifetime of Miss *Melissa Elizabeth* (therein called *Melissa*) *Voules*, then residing at *Blackborough* aforesaid, and also before such Settlement made as directed by his Will, to pay to the said *Melissa Voules*, on the happening of either of the Two Contingencies therein mentioned, and One of which has happened, an Annuity of Two hundred and fifty Pounds Sterling during the then Remainder of her Life, and to her Executors, Administrators, or Assigns a proportionate Part thereof in the Event therein mentioned, and he revoked the Direction in his Will as to the appropriating Part of his said Freehold Manors, Hereditaments, and Premises therein-before devised, and being Freehold of Inheritance, and not directed to be sold, for answering the said yearly Rentcharge of Four hundred Pounds, and instead thereof he directed that by such Settlement some Part of the last-mentioned Manors, Hereditaments, and Premises, to be selected as therein mentioned, and to be so situate and let at such Rent or Rents as therein described, should be limited to Uses entitling the said *Caroline Fanny Voules*, her Executors, Administrators, and Assigns, if she should be then alive, and should have become entitled to the said Annuities of Four hundred Pounds and One hundred Pounds, to take, in lieu of both those Annuities, and also in lieu of the said yearly Rentcharge of Four hundred Pounds, and proportionate Part thereof, therein-before revoked, One yearly Rent of Five hundred Pounds for her Life, to be issuing out of and charged upon the Hereditaments to be so selected as last aforesaid, and a proportionate Part thereof in the Event therein mentioned, and conferring on her and them Powers and Remedies for compelling Payment thereof similar to those in his said Will limited in respect of the said yearly Rentcharge of Four hundred Pounds, and that the Hereditaments so therein-before directed to be limited as aforesaid should, subject to the said yearly Rent of Five hundred Pounds, and Powers and Remedies, be by the said Settlement further limited to Uses entitling the said *Melissa Voules*, her Executors, Administrators, and Assigns, if she should be then alive,

alive, and if either of the said Two Contingencies should have happened, to take, after the Death of the said *Caroline Fanny Voules*, or, if last happening, the making of such Settlement, and in lieu of the reversionary Annuity therein-before provided for her, if it should have become payable, One yearly Rent of Two hundred and fifty Pounds for her Life, to be issuing out of and charged and chargeable upon the Hereditaments to be so selected as last aforesaid, and a proportionate Part thereof in the Event therein mentioned, and conferring on her and them Powers and Remedies for compelling Payment thereof similar to those therein-before directed by him to be limited in such Settlement, for enabling the said *Caroline Fanny Voules* to compel Payment of the said yearly Rent of Five hundred Pounds; and the said Testator directed that all and singular the Freehold Manors, Hereditaments, and Premises in and by his said Will directed to be settled, but as to the Hereditaments before in that Codicil directed to be charged with the said yearly Rents of Five hundred Pounds and Two hundred and fifty Pounds without Prejudice to the same Rents, and to the Powers and Remedies therein-before provided for compelling Payment thereof, should be settled to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations in his said Will limited and expressed of and concerning the same or any Part thereof, other than the Uses and Intents therein declared and contained, and before in that Codicil revoked, limiting to the said *Caroline Fanny Voules* and her Assigns, in the Events and Manner in the said Will mentioned, the said yearly Rent of Four hundred Pounds, and a proportionate Part thereof, and the Powers and Remedies for compelling Payment thereof: And whereas the said Testator made a Second Codicil to his said Will, which Codicil bears Date the Thirty-first Day of *March* One thousand eight hundred and forty-five, and was duly executed, but the same does not now affect the Parts herein-before recited of the said Will: And whereas the said Testator *George* Earl of *Egremont* died without having revoked or altered the said First Codicil, or, save as herein-before appears, the Parts herein-before recited of his said Will, and without leaving Issue, and was buried on the Tenth Day of *April* One thousand eight hundred and forty-five, and the same Will, with the said Codicils thereto, were duly proved in the Prerogative Court of the Archbishop of *Canterbury* by the said *Robert Biddulph* and *Lawrence Walker* on the Third Day of *October* One thousand eight hundred and forty-five: And whereas the said *John Walter Roberts* died on the Second Day of *October* One thousand eight hundred and forty-five: And whereas the said *Wadham Wyndham* died in the Month of *April* One thousand eight hundred and forty-seven: And whereas the following Three Causes have been instituted and are now pending in the said Court of Chancery for the Administration of the Estate of

Second Codicil, dated 31st March 1845.

of the said *George* Earl of *Egremont;* namely, first, an original Cause, wherein the said *Jane* Countess of *Egremont* was and is Plaintiff, and the said *William Cookesley Thompson*, *Joseph Stroud*, *Robert Biddulph*, *Lawrence Walker*, *William Miller* (since deceased) and *Frances* his Wife, now *Frances* the Wife of *Augustin Denis Pinon Duclos* Vicomte *De Valmer*, the Honourable *Francis Scott* and *Julia Frances Laura* his Wife, *William Wyndham* the Son, *William Wyndham* the Grandson, *Edmund Wyndham*, *Arthur Wyndham*, *Wadham Wyndham* (since deceased), *Hugh Wyndham*, *Thomas Heathcote Wyndham*, (the Six last-named Defendants being respectively Infants, by the said *William Wyndham* the Son, their Guardian,) *Alexander Wadham Wyndham*, *William Trevelyan Wyndham*, then an Infant, but now of Age, *Alfred Wyndham*, *Spencer Wyndham*, (the Two last-named Defendants being respectively Infants, by the said *William Wyndham* the Son, their Guardian,) *Francis Wyndham*, *John Wyndham*, *Edward Sandford Wyndham* (an Infant, by the said *William Wyndham* the Son, his Guardian), *Charles Henry Wyndham*, and *George Wyndham*, and *Alward Wyndham* and *George Wyndham* the younger, then Infants, but now of Age, *John Wyndham* the younger, *Francis Wyndham* the younger, *Hugh Wyndham* the younger, *Alexander Wyndham*, *Charles Wyndham*, and *Guy Wyndham*, Infants, (the Nine last-named Defendants when they shall respectively come within the Jurisdiction,) and *Caroline Fanny Voules*, *Melissa Elizabeth Voules* (in the Bill called *Melissa Voules*), and *Tom Arthur Voules* (now the Reverend *Tom Arthur Voules*), were and are Defendants; secondly, a Supplemental Cause, wherein the said *Jane* Countess of *Egremont* was and is Plaintiff, and the said *William Cookesley Thompson*, *Joseph Stroud*, *Robert Biddulph*, *Lawrence Walker*, *Augustin Denis Pinon Duclos* Vicomte *de Valmer* and *Frances* his Wife, the Honourable *Francis Scott* and *Julia Frances Laura* his Wife, *William Wyndham* the Son, *William Wyndham* the Grandson, *Edmund Wyndham*, *Arthur Wyndham*, *Hugh Wyndham*, and *Thomas Heathcote Wyndham*, (the last Five named Defendants being respectively Infants, by the said *William Wyndham* the Son, their Guardian,) *Alexander Wadham Wyndham*, and *William Trevelyan Wyndham*, then an Infant, but now of Age, *Alfred Wyndham* and *Spencer Wyndham*, (the last Two named Defendants being respectively Infants, by the said *William Wyndham* the Son, their Guardian), *Francis Wyndham*, *John Wyndham*, *Edward Sandford Wyndham* an Infant, by the said *William Wyndham* the Son, his Guardian, and *Charles Henry Wyndham*, and also *George Wyndham*, and *Alward Wyndham*, and *George Wyndham* the younger, then Infants, but now of Age, *John Wyndham* the younger, *Francis Wyndham* the younger, *Hugh Wyndham* the younger, *Alexander Wyndham*, *Charles Wyndham*, *Guy Wyndham*, and *Reginald Wyndham*, Infants, the Ten last-named Defendants being respectively out of the Jurisdic-

tion of the said Court, and *Caroline Fanny Voules*, *Melissa Elizabeth Voules*, and *Tom Arthur Voules*, were and are Defendants; and, third, a Supplemental Cause, wherein the said *Jane* Countess of *Egremont* was and is Plaintiff, and the said *William Cookesley Thompson*, *Joseph Stroud*, *Robert Biddulph*, *Lawrence Walker*, *Augustin Denis Pinon Duclos* Vicomte *de Valmer* and *Frances* his Wife, the Honourable *Francis Scott* and *Julia Frances Laura* his Wife, *William Wyndham* the Son, and *William Wyndham* the Grandson, *Edmund Wyndham*, *Arthur Wyndham*, *Hugh Wyndham*, and *Thomas Heathcote Wyndham*, Infants, *Alexander Wadham Wyndham*, and *William Trevelyan Wyndham*, then an Infant, but now of Age, *Alfred Wyndham* and *Spencer Wyndham*, Infants, *Francis Wyndham*, *John Wyndham*, *Edward Sandford Wyndham*, an Infant, *Charles Henry Wyndham*, and *George Wyndham*, and *Alward Wyndham*, and *George Wyndham* the younger, then Infants, but now of Age, *John Wyndham* the younger, *Francis Wyndham* the younger, *Hugh Wyndham* the younger, *Alexander Wyndham*, *Charles Wyndham*, *Guy Wyndham*, *Reginald Wyndham*, and *Wadham Wyndham*, Infants, (the Eleven last-named Defendants being out of the Jurisdiction of the Court, but having appeared to and answered the Bill,) and *Caroline Fanny Voules*, *Melissa Elizabeth Voules*, and *Tom Arthur Voules*, were and are Defendants: And whereas, in pursuance of a Decree of the said Court of Chancery, made on the Twenty-seventh Day of *March* One thousand eight hundred and forty-six, on the Hearing of the said Original Cause of *Egremont* versus *Thompson*, by which Decree it was referred to the Master in Rotation to inquire and report on those Points, amongst others, *Nassau William Senior* Esquire, the Master to whom that Cause stood referred, by his separate Report bearing Date the Seventh Day of *July* One thousand eight hundred and forty-seven, and confirmed by an Order in the same Cause bearing Date the Ninth Day of *August* One thousand eight hundred and forty-seven, found that the said *George* Earl of *Egremont*, the Testator in that Cause, left the said Defendant *Julia Frances Laura Scott*, the Wife of the said Defendant *Frances Scott*, and *Frances Miller*, then the Wife of the said late Defendant *William Miller* deceased, now the Wife of the said *Augustin Denis Pinon Duclos* Vicomte *de Valmer*, his Co-heiresses at Law; and he found that the said *William Wyndham* the Son had been only once married, and that he intermarried with *Ellen Heathcote* (who was then still living) on the Fourteenth Day of *June* One thousand eight hundred and thirty-one, by whom he had Issue Six Sons, and no more, (that was to say,) the said *William Wyndham* the Grandson, who was born on the Twelfth Day of *January* One thousand eight hundred and thirty-four, the said *Edmund Wyndham*, who was born on the Twentieth Day of *September* One thousand eight hundred and thirty-five, the said *Arthur Wyndham*, who was born on the Twenty-third Day of *January*

Master's separate Report, dated 7th July 1847.

January One thousand eight hundred and thirty-seven, the said late Defendant *Wadham Wyndham*, who was born on the Tenth Day of *July* One thousand eight hundred and thirty-eight, and who died in the Month of *April* One thousand eight hundred and forty-seven, the said *Hugh Wyndham*, who was born on the Eighth Day of *October* One thousand eight hundred and thirty-nine, and the said *Thomas Heathcote Wyndham*, who was born on the Fourteenth Day of *February* One thousand eight hundred and forty-five; and he found that neither of the said Six Sons of the said *William Wyndham* the Son had been married, and that (except the said late Defendant *Wadham Wyndham*) they were all then living; and he found that the said *Alexander Wadham Wyndham* had been only once married; and that he intermarried on the Twenty-second Day of *June* One thousand eight hundred and thirty with *Emma Trevelyan*, by whom he had had Issue Four Sons, and no more, (that was to say,) the said *William Trevelyan Wyndham*, who was born on the Thirtieth Day of *April* One thousand eight hundred and thirty-one, *Raleigh Wyndham*, who was born on the Fifth Day of *December* One thousand eight hundred and thirty-three, and died in the Month of *December* in the same Year, the said *Alfred Wyndham*, who was born on the Fourth Day of *November* One thousand eight hundred and thirty-six, and the said *Spencer Wyndham*, who was born on the Twenty-fifth Day of *September* One thousand eight hundred and thirty-eight; and he found that neither of the said Four Sons of the said *Alexander Wadham Wyndham* had been married, and that (except the said *Raleigh Wyndham*) they were all then living; and he found that the said *George Wyndham* had been only once married, and that he intermarried on the Twenty-sixth Day of *April* One thousand eight hundred and twenty-seven with *Margaret Jay*, by whom he had had Issue Ten Sons, and no more, (that was to say,) the said *Alward Wyndham*, who was born on the Ninth Day of *April* One thousand eight hundred and twenty eight, the said *George Wyndham* the younger, who was born on the Fifth Day of *April* One thousand eight hundred and thirty-one, *William Wyndham*, who was born in the Month of *June* One thousand eight hundred and thirty two, and died in the Month of *January* One thousand eight hundred and thirty-three, the said *John Wyndham* the younger, who was born on the Sixteenth Day of *October* One thousand eight hundred and thirty-three, the said *Francis Wyndham* the younger, who was born on the Third Day of *February* One thousand eight hundred and thirty-five, the said *Hugh Wyndham* the younger, who was born on the Third Day of *July* One thousand eight hundred and thirty-six, the said *Alexander Wyndham*, who was born in the Month of *September* One thousand eight hundred and forty, and *Charles Wyndham*, who was born on the Tenth Day of *March* One thousand eight hundred and forty-two, *Guy Wyndham*, who was born on the Fifth Day of *November* One

thousand

thousand eight hundred and forty-three, and *Reginald Wyndham*, who was born on the Eighteenth Day of *August* One thousand eight hundred and forty-five; and he found that neither of the said Sons of the said *George Wyndham* had been married, and that, except the said *William Wyndham* the younger (therein described as *Wadham Wyndham* the younger), they were all then living; and he found that the said *Francis Wyndham* had never been married; and he found that the said *John Wyndham* had been only once married, and that he intermarried on the Twenty-fourth Day of *September* One thousand eight hundred and forty with *Mary Wapshare*, by whom he had had Issue One Son only, (that was to say,) the said *Edward Sandford Wyndham*, who was born on the Eighteenth Day of *February* One thousand eight hundred and forty-two; and he found that the said *Charles Henry Wyndham* had never been married; and he found that the said *William Wyndham* the Son, *William Wyndham* the Grandson, *Edmund Wyndham*, *Arthur Wyndham*, *Wadham Wyndham*, *Hugh Wyndham*, *Alexander Wadham Wyndham*, *William Trevelyan Wyndham*, *Alfred Wyndham*, *Spencer Wyndham*, *George Wyndham*, *Alward Wyndham*, *George Wyndham* the younger, *John Wyndham* the younger, *Francis Wyndham* the younger, *Hugh Wyndham* the younger, *Alexander Wyndham*, *Francis Wyndham*, *John Wyndham*, *Edward Sandford Wyndham*, and *Charles Henry Wyndham*, being the several and respective Persons named in the said Testator's Will as Tenants for Life of his Estates thereby, settled as aforesaid, and also the said *Thomas Heathcote Wyndham*, *Charles Wyndham*, and *Guy Wyndham*, being Three of the Four other Sons of the several and respective Persons aforesaid born in the said Testator's Lifetime or in due Time after his Decease, were respectively Parties as aforesaid, or were named as Parties to the said Suit, but that the said *Reginald Wyndham*, the other Son of the said *George Wyndham* born in due Time after the Decease of the said Testator, was not a Party nor named as a Party to the said Suit; and he found that none of such Parties respectively had had born any Son or Sons not born in the said Testator's Lifetime or in due Time after his Decease as aforesaid: And whereas, in pursuance of a Decree of the said Court of Chancery made on the Twentieth Day of *March* One thousand eight hundred and fifty, on the Hearing of the thirdly herein-before mentioned Cause, by which Decree it was referred to the Master to whom the Original Cause of *Egremont* versus *Thompson* was referred to inquire and report on those Points, among others, the said Master, *Nassau William Senior*, by his Report bearing Date the Twenty-fifth Day of *May* One thousand eight hundred and fifty, and confirmed by an Order in the same Cause bearing Date the Third Day of *June* in the same Year, found that on the Thirteenth Day of *November* One thousand eight hundred and forty-eight the said Defendant *George Wyndham*, who was continuing to reside in *New*

Master's Report in Third Cause, dated 25th May 1850.

New South Wales, had another Son born there, who was the Defendant *Wadham Wyndham* in the said thirdly herein-before mentioned Cause: And whereas the same *Wadham Wyndham*, neither having been born in the Lifetime nor in due Time after the Death of the said Testator *George* Earl of *Egremont*, is, under the Limitations by that Testator's Will directed to be inserted in the Settlement to be made of his Freehold Manors, Hereditaments, and Premises devised by his said Will, and being Freehold of Inheritance, and not therein-before directed to be settled, Tenant in Tail Male in remainder of the same Manors, Hereditaments, and Premises: And whereas by an Order of the said Court of Chancery made on the Seventh Day of *June* One thousand eight hundred and fifty, on the Hearing of the said Three Causes on further Direction, it was ordered that the Master to whom the said Causes then stood referred should inquire and state to the Court whether it would be fit and proper, and for the Benefit of the Parties interested in the Estates of the said Testator *George* Earl of *Egremont*, that the Sale of any and what Parts of that Testator's Real Estates by his Will directed to be sold should be postponed, and whether any and what Lands and Hereditaments, being Part of the said Testator's Real Estate by his said Will directed to be sold, lay intermixed with or adjoining to the said Testator's Real Estates by his Will directed to be settled, or any Part thereof, and whether such Lands and Hereditaments, or any and which of them, were convenient to be held with the said Real Estates directed to be settled, and whether any and what Lands and Hereditaments, being Part of the Testator's Real Estates by his Will directed to be settled, were separated from the rest of such Estates, and whether it would be fit and proper, and for the Benefit of the Parties interested, that such last-mentioned Lands and Hereditaments, or any and which of them, should be sold or exchanged, and whether it would be for the Benefit of the Parties interested that by means of any such Exchange or otherwise, and how, any and which of the Lands and Hereditaments, Part of the Testator's Real Estates directed to be sold, so lying intermixed with or adjoining to the said Testator's Real Estates directed to be settled, or any Part thereof, should be retained, and should form Part of the Estates to be settled in pursuance of the Trusts of the said Testator's Will; and it was ordered that the said Master should inquire and state to the Court whether the Partition and Exchange in the Report therein referred to (being the said Master's General Report in the Two first-mentioned Causes dated the First Day of *July* One thousand eight hundred and forty-nine), mentioned to have been made in the Year One thousand eight hundred and seventeen, by the late *George O'Brien* Earl of *Egremont* with the Earl of *Ilchester*, of certain Hereditaments and Premises in the Parish of *Chisselborough* and in the Parish of *Ilton*, *Isle Abbotts*, and others, respectively in the County

Order of Reference in Three Causes, dated 7th June 1850.

of *Somerset*, were valid and binding, and if not, whether it would be for the Benefit of the Parties interested that such Partition and Exchange should be confirmed in whole or in part, and if so, in what Manner such Confirmation could be effected; and it was ordered that the said Master should inquire and state whether it would be fit and proper, and for the Benefit of the Parties interested, to apply for a Private Act or Acts of Parliament for the Purpose of accomplishing any and which of the several Objects aforesaid: And whereas the said *Nassau William Senior*, the Master to whom the said Three Causes stood referred, by his Report made in pursuance of the last herein-before recited Order, and bearing Date the Twenty-second Day of *March* One thousand eight hundred and fifty-three, after finding, with reference to the said Exchange made in the Year One thousand eight hundred and seventeen, to the Effect herein-before recited, antecedently to the Recital herein-before contained of said Memorandum of the Thirty-first Day of *December* One thousand eight hundred and nineteen, found the Death of the said *George O'Brien* Earl of *Egremont* without leaving Issue as aforesaid, whereupon the said *George* late Earl of *Egremont*, the Testator in those Causes, became, as the Issue in Tail Male of the said *William Frederick Wyndham*, entitled in Tail Male, not only to the Estates aforesaid of the said Testator *Charles* Earl of *Egremont* in *Somerset shire*, by his said Will limited in remainder to his Fourth Son in Tail Male as aforesaid, but to the Lands on the Exchange aforesaid taken from the said Earl of *Ilchester* by the said *George O'Brien* Earl of *Egremont*, and by him in and by the said Indentures of the Twelfth and Thirteenth Days of *May* One thousand eight hundred and eighteen conveyed and settled to the then subsisting Uses of the Will of the same Testator *Charles* Earl of *Egremont*; and he found that the Exchange with the Earl of *Ilchester* therein-before stated was understood and believed by the Defendants, the Trustees of the Will of the said *George* Earl of *Egremont*, to be binding and effectual on the Part of the Earl of *Ilchester*, the said Earl of *Ilchester* having (as was understood by them) a good Title to the Fee of the Lands conveyed by him, but that on the Part of the said *George O'Brien* Earl of *Egremont* it was good only *quoad* his Life Estate and ultimate Reversion in Fee as Heir-at-Law of his said Father, he the said *George O'Brien* Earl of *Egremont* having no Power to bind the Remainder by the said *Charles* Earl of *Egremont*'s Will limited in the said thereby devised Estates to his Fourth Son the said *William Frederick Wyndham* in Tail Male expectant as aforesaid, and that on the Death of the said *George O'Brien* Earl of *Egremont* the said Exchange might have been repudiated by the said Testator the late *George* Earl of *Egremont*, but that it was not so repudiated by him, but that, on the other hand, the Lands taken under it from the said Earl of *Ilchester* by the said *George O'Brien* Earl

Master's separate Report, dated 22d March 1853.

Earl of *Egremont*, and by him in and by the said Indentures of the Twelfth and Thirteenth Days of *May* One thousand eight hundred and eighteen conveyed in such Manner as to entitle the said *George* late Earl of *Egremont* thereto for an Estate in Tail Male, were dealt with by him the same Earl as Part of his own Estate; and the said Master found, as Part of the Dealings last referred to, that on Two Occasions of Mortgages made by the said *George* Earl of *Egremont*, the one being effected by Indentures of Lease and Release dated respectively the Thirteenth and Fourteenth Days of *September* One thousand eight hundred and thirty-nine, and the other being effected by Indentures of Lease and Release dated respectively the Sixteenth and Seventeenth Days of *March* One thousand eight hundred and forty, Parts of the Lands taken by the said *George O'Brien* Earl of *Egremont* from the said Earl of *Ilchester* under the Exchange aforesaid, and conveyed by the said *George O'Brien* Earl of *Egremont* so as to entitle the said *George* late Earl of *Egremont* thereto as aforesaid, were comprised in such Mortgages, and conveyed by the same Earl in Fee to the respective Mortgagees; and the said Master found that from other Acts of the said Testator *George* late Earl of *Egremont* in reference to Lands similarly circumstanced, and in which he repudiated Dealings not binding on himself, that it was most probable he intended to confirm in all respects the said Exchange; but that although he the said Master was of opinion that the said Testator did by the Means aforesaid, and by the Effect of the disentailing Deeds next therein-after stated, being the herein-before recited Indentures of Lease and Release dated respectively the Twentieth and Twenty-first Days of *November* One thousand eight hundred and thirty-seven and Twenty-seventh and Twenty-eighth Days of *May* One thousand eight hundred and forty, confirm in Equity as against himself and those claiming under him the said Exchange, yet he the said Master could not say it was free from Doubt that he the same Testator did so confirm it; and the said Master found that in itself the said Exchange was undoubtedly for the Benefit of the said Testator *George* Earl of *Egremont*, inasmuch as it was grounded on very laborious Surveys, and did effect the Consolidation and Partition to a great Extent and as far as could be of his Lands in the Parish of *Chisselborough*, in place of the same being held in undivided Shares between himself and the said Earl of *Ilchester* and other Persons, and inasmuch as the other Estates obtained by him in Entirety under the said Exchange were principally Part of the *Ilton* Estates therein-after more particularly referred to, whereas the Estates, Shares in which he parted with under the said Exchange, were wholly detached from and situate at the Distance of Nine Miles and upwards from any of the principal Estates at the Date of the Report now in recital held under the said Testator's Will, *Chisselborough* excepted, from which Place the said

Estates

Estates so parted with are at a Distance of about Three Miles, but the same Testator's Estate at which Place is directed to be sold; moreover, that the Sum paid for Equality of Partition by the said *George O'Brien* Earl of *Egremont* was also strong Evidence of the Benefit of the said Exchange to the Estate of the said Testator *George* late Earl of *Egremont*; and the said Master, after stating the herein-before in part recited Indentures of Lease and Release dated respectively the Twentieth and Twenty-first Days of *November* One thousand eight hundred and thirty-seven, and the herein-before recited Indentures of Lease and Release dated respectively the Twenty-seventh and Twenty-eighth Days of *May* One thousand eight hundred and forty, and the respective Enrolments thereof as aforesaid, and after stating the herein-before in part recited Will of the said Testator *George* Earl of *Egremont*, and noticing the Two Codicils thereto aforesaid, and the Deaths of the same Testator and of the said *John Walter Roberts*, found, with reference to the other Questions referred to him by the said Order, and herein-before recited, that after the Death of the said Testator *George* Earl of *Egremont* it was discovered that the Direction in his Will for Sale of the Lands in the Parishes of *Broadway* and *Whitelackington* was inserted through Mistake and Inadvertence, the Land in those Parishes adjoining and being Part of much larger Estates, while some of the outlying Estates of the same Earl, which it might be presumed he really intended to direct the Sale of, were not included in the said Trust for Sale; and the said Master found that of the Lands so directed to be sold as aforesaid the Estates comprised in the said Parish of *Whitelackington* consisted of One hundred and thirty-eight Acres Three Roods and Eleven Perches, the Particulars whereof are stated in Part I. of the Schedule to his said Report (of which Part the First Schedule hereto is a Copy), all lying together and abutting on most Parts to Estates of the said late Earl situate in the Parishes of *Ilton* and *Ashill*, which last-mentioned Lands adjoin the Estates, with some small Exceptions, of the said Earl in the Parishes of *Beercrocombe*, *Isle Abbots*, and *South Braydon*, and form with them a very compact Property, generally known as the *Ilton* Estate, and that the Lands of the said Earl in the Parish of *Broadway*, exclusive of a small Portion situate at *Capland Common*, which, being a detached Property, there could be no Objection to the Sale of, in pursuance of the Trusts of the said Testator's Will, comprised in the whole One hundred and seventy-one Acres Three Roods and One Perch, the Particulars whereof are also stated in Part I. of the said Schedule to the same Report, and consisted of Allotments out of *Broadway* and *Neroche* Forests or Commons, and adjoined together, and abutted on the Eastern Side to Estates of the said Testator called *Yatford* and *Stoford*, which are Parts of the *Ilton* Estates before mentioned, and

themselves lie detached about One Mile from the rest of the said Testator's Lands in the Parish of *Ilton*, and that they adjoined on the other or Western Extremity within a mere Trifle the Eastern End of the said Testator's Lands in the Parish of *Buckland Saint Mary*, which were of considerable Value, comprising, as they did, about Four hundred and forty Acres; and the said Master found that the Portion of the *Broadway* Estate last described thus in a Manner connected the Bulk of the *Ilton* Property aforesaid with that of *Buckland Saint Mary*, and that they altogether formed an Estate of the Value of upwards of Five thousand Pounds *per Annum*; and he found that about Seventy Acres of the said Lands in *Broadway* were occupied by the Tenants of the *Ilton*, *Beercrocombe*, and *Buckland Saint Mary* Property, as Part of their Farms, and that the said *Broadway* Property was managed with very little Expense, there being no Buildings on it, save One Cottage, and that for the Reasons aforesaid it was very desirable that the said Lands in the Parish of *Whitelackington* and (the small Portion of *Capland Common* excepted) in the Parish of *Broadway* also should not be sold; and the said Master found that the rest of the said Testator's Lands directed to be sold as aforesaid, and not then already sold, were all separate and detached from the Remainder of his Property, and of no particular Value to be kept, and that there was nothing to make the further Postponement of the Sale thereof desirable, assuming that the said Exchange with the Earl of *Ilchester*, which affects the said Testator's Lands in the Parishes of *Chisselborough* and *Cudworth*, be deemed to have been confirmed by the said Testator, or will be confirmed by such Act of Parliament as therein-after is mentioned, save in respect of any such Partition as in the Report now under Recital is referred to; and the said Master found that the said Testator's other Estates not by his Will directed to be sold, and not then already sold, assuming always that the said Exchange made in the Year One thousand eight hundred and seventeen be deemed to have been confirmed by the said Testator, or that it would be confirmed by such Act of Parliament as after mentioned, consisted, first, of the said *Ilton* Estates therein-before mentioned, second and third, of the Classes of Estates in the said Report described, and, fourth, of the other detached Estates mentioned in the Second and Third Parts of the Schedule to the said Report (of the Second Part of which Schedule the Second Schedule hereto is a Copy), and which said detached Estates are situate at Distances varying from One to Eight Miles from any other of the said principal Estates of the said Testator, and were, in the Opinion of him the said Master, desirable to be sold as Occasion should arise; and he found that Messrs. *Hawkes* and Son, Land Surveyors and Valuers, had made a Survey and Valuation of the several Lands in the Parishes of *Broadway* and *Whitelackington*, mentioned in the First Part of the Schedule to that his Report, the Total

Total of which Valuation amounted to the Sum of Seven thousand two hundred and sixty-seven Pounds and Sixpence, and had also made a Survey and Valuation of the Lands mentioned in the Second Part of the same Schedule and of the Timber thereon, and that the Total of such Valuation was the Sum of Eight thousand and eighteen Pounds Eight Shillings and Sixpence, leaving a Difference in Value of Seven hundred and fifty-one Pounds Eight Shillings; and the said Master therefore reported to the Court that it was advisable that the Sale of the said Testator's Lands in the Parishes of *Whitelackington* and *Broadway* in the County of *Somerset*, mentioned in the First Part of the Schedule to the Report now under Recital, should be postponed, that the said Lands in the Parishes of *Whitelackington* and *Broadway* mentioned in the First Part of the same Schedule lay intermixed with or adjoining to the said Testator's Real Estates therein-before mentioned, and by his said Will directed to be settled, and were convenient to be held with the said Real Estate directed to be settled, and that the said Lands mentioned in the Second Part of the same Schedule were separate from the rest of the said Real Estates directed to be settled, and that it would be fit and proper, and for the Benefit of the Parties interested, that such last-mentioned Lands should be sold in lieu of those mentioned in the First Part of the same Schedule, but that this Arrangement could not be effected without the Aid of Parliament, and that it would be for the Benefit of the Parties interested that an Act of Parliament should be applied for, whereby such of the said Lands so directed to be sold as were mentioned in the First Part of the said Schedule to that his Report should be retained, and should form Part of the Estates to be settled in pursuance of the Trusts of the said Testator's Will, and whereby the said Lands mentioned in the said Second Part of the same Schedule should be directed to be sold in lieu thereof, for the Purposes mentioned in the said Testator's Will concerning Lands thereby directed to be sold, the Difference in the Value of the said Lands being considered to go, first, in Payment of the Costs of the said Act of Parliament, and next towards the general Costs of the said Suit; and the said Master further reported to the Court that he was inclined to the Opinion that the said Partition and Exchange made in the Year One thousand eight hundred and seventeen by the said *George O'Brien* Earl of *Egremont* with the Earl of *Ilchester*, and therein-before particularly stated and herein-before recited, was, under the Circumstances therein-before detailed, valid and binding to all Intents and Purposes on all Parties claiming under the said Testator in the said Three Causes, but that as Doubts might be entertained on that Subject by Persons purchasing the same under the Directions for Sale contained in the said Testator's Will, he the said Master was of opinion and found that it would be fit and proper, and for the Benefit of the Parties interested, that by the

the Act of Parliament proposed to be applied for in reference to the Annexation to the settled Estates of the said Lands in the said Parishes of *Whitelackington* and *Broadway* the said Partition and Exchange should also be sought to be confirmed: And whereas by an Order of the said Court of Chancery made on the Thirteenth Day of *April* One thousand eight hundred and fifty-three, in the said Three Causes, on the Petition of the said Defendants *William Cookesley Thompson*, *Joseph Stroud*, *Robert Biddulph*, and *Lawrence Walker*, the last herein-before in part recited Report was confirmed; and it was ordered that the Sale of the Lands of the said Testator *George* Earl of *Egremont* in the said Parishes of *Whitelackington* and *Broadway* in the said County of *Somerset*, mentioned in the First Part of the Schedule to that Report annexed, should be postponed till after such Act of Parliament as therein-after mentioned should be obtained, or till the further Order of that Court, and that it should be referred back to the Master to settle and approve of an Act of Parliament whereby the said Trustees should be authorized to retain such of the said Lands so directed to be sold as are mentioned in the First Part of the said Schedule to the same Report annexed, and that the same should form Part of the Estates to be ultimately settled in pursuance of the Trusts of the said Testator's Will, and whereby the said Lands mentioned in the Second Part of the said Schedule should be directed to be sold in lieu thereof, for the Purposes mentioned in the said Testator's Will concerning his Lands thereby directed to be sold, and whereby the Partition and Exchange in the said Master's Report of the First Day of *July* One thousand eight hundred and forty-nine mentioned to have been made in the Year One thousand eight hundred and seventeen by the said *George O'Brien* Earl of *Egremont* with the Earl of *Ilchester* might be confirmed, and for such other Purposes incidental to the Matters above mentioned as the said Master should see fit, and that the said Petitioners and all other necessary Parties might be at liberty to apply to Parliament for such Act, when so settled and approved of as aforesaid: And whereas the said Master, by his Report bearing Date the Fifth Day of *May* One thousand eight hundred and fifty-three, certified to the said Court that, agreeably to the Authority for that Purpose given to him by the last herein-before recited Order of the Thirteenth Day of *April* One thousand eight hundred and fifty-three, he had perused and considered the Draft of the present Act, which was laid before him on the Part of the said *William Cookesley Thompson*, *Joseph Stroud*, *Robert Biddulph*, and *Lawrence Walker*, as the Trustees of the said Will of the said Testator *George* Earl of *Egremont*, and had caused the same to be fairly transcribed, and approved the same as a proper Bill for effecting the Purposes in the same Order of the Thirteenth Day of *April* One thousand eight hundred and fifty-three mentioned, and in testimony of such his Approbation had signed his

Order of Reference to Master to settle Act of Parliament, dated 13th April 1853.

Masters Report, dated 5th May 1853.

his Name at the Foot thereof: Therefore Your Majesty's most loyal and dutiful Subjects, the said *William Cookesley Thompson*, *Joseph Stroud*, *Robert Biddulph*, and *Lawrence Walker*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Exchange made under Indentures of 28th and 29th Sept. 1817 ratified and confirmed.

I. That the said Partition and Exchange made or purported to be made by and between the said *Henry Stephen* Earl of *Ilchester* and the said *George O'Brien* then Earl of *Egremont*, in and by the Two herein-before recited Indentures of Release, each bearing Date the Twenty-ninth Day of *September* One thousand eight hundred and seventeen, and the Two Indentures of Lease whereon the same were grounded respectively, as explained by the herein-before recited Memorandum under the Hand of the said Earl of *Ilchester*, bearing Date the Thirty-first Day of *December* One thousand eight hundred and nineteen, and by the Recital herein-before contained immediately following the Recital of that Memorandum, shall, as from the Date and Execution of the same Indentures of Release respectively, and as if the Schedule marked (D.) to each of the same Two Indentures of Release annexed had not, but the Schedule marked (B.) to each of those Indentures annexed had comprised the said Dwelling House, Barn, and Orchard mentioned in the same Memorandum, and therein called *Good House*, and as if the last-mentioned Schedule (B.) had comprised the several Tenements at *Fair Place* aforesaid and elsewhere in the said Parish of *Chisselborough* which are not comprised in those Schedules or in the said Schedule (D.), but lie or are within that Division of the said Parish of *Chisselborough* which on the said Maps is indicated by the Parts thereof coloured Yellow, and as if the Shares and Interests of the said *George O'Brien* Earl of *Egremont* in the said Premises called *Good House* had not passed to the said Earl of *Ilchester* by the first herein-before recited Indentures of Lease and Release bearing Date respectively the Twenty-eighth and Twenty-ninth Days of *September* One thousand eight hundred and seventeen, but the Shares and Interests of the said Earl of *Ilchester* both in the same Premises and in the other Tenements and Hereditaments aforesaid had passed to the said *George O'Brien* Earl of *Egremont* by the secondly herein-before recited Indentures of Lease and Release of those respective Dates, be and the same accordingly hereby is ratified, confirmed, and made effectual, not only so as to establish derivative Titles, save any Lease or Leases intermediately determined, but for all other Purposes, subject to the recited Provisoes for Re-entry contained in the same Indentures of Release respectively.

II. Pro-

Grant of Powers of Entry and Distress on certain Lands given in Exchange to the Earl of Ilchester against Incumbrances on certain of the Hereditaments given in Exchange by him.

II. Provided always, That in case at any Time or Times hereafter all or any Part of the said yearly Sum of Seventeen Pounds raiseable under the Trusts of the aforesaid Indenture bearing Date the Thirteenth Day of *January* One thousand seven hundred and fifty-five, out of the Rents and Profits of the Hereditaments and Premises conveyed thereby, or any further or other Sum of Money raiseable under the Trusts of that Indenture out of the said Rents and Profits for the charitable Purposes therein mentioned, shall be raised out of the same Hereditaments and Premises by the Trustees or Trustee for the Time being of that Indenture, or by any other Person or Persons claiming under or by colour of the same Indenture, for the Benefit of the charitable Uses therein mentioned, then and so often as any such Case shall happen it shall be lawful for the said *William Cookesley Thompson*, *Joseph Stroud*, *Robert Biddulph*, and *Lawrence Walker*, their Heirs and Assigns, to the same Extent and in the same Manner in all respects as they or he could do in case the Amount so raised were a Rent reserved to them or him upon a then still subsisting Common Law Demise, into and upon the Hereditaments in the Schedule marked (C.) to the first herein-before recited Indenture of Release dated the Twenty-ninth Day of *September* One thousand eight hundred and seventeen annexed, described as follows, *Cowcrate Farm*, *Elizabeth Bartlett*, One hundred and twenty-three Acres Three Roods Sixteen Perches, in hand, to enter and distrain, and the Distress and Distresses then and there found to detain, manage, sell, and dispose of to the same Extent and in the same Manner in all respects as they or he could do in the Case last aforesaid, to the Intent that they or he shall or may thereby, therewith, or otherwise be fully paid or satisfied the Amount so for the Time being raised as aforesaid, and all Costs, Charges, and Expenses occasioned to them or him by reason or means or in consequence of the same having been so raised as aforesaid.

Lands in First Schedule, at present vested in the Trustees of George Earl of Egremont's Will, in trust to be sold, to be henceforth held by them on the Trusts of his Will as to his Lands directed thereby to be settled in lieu of

III. That from and after the passing of this Act all and singular the Lands and other Hereditaments described in the First Schedule to this Act, being Lands and Hereditaments by the herein-before in part recited Will of the said Testator *George* Earl of *Egremont* devised unto the said *John Walter Roberts*, now deceased, *William Cookesley Thompson*, *Joseph Stroud*, *Robert Biddulph*, and *Lawrence Walker*, their Heirs and Assigns, upon trust to be sold as aforesaid, situate in the said Parishes of *Broadway* and *Whitelackington* in the said County of *Somerset*, with their several Rights, Members, and Appurtenances, shall be freed and discharged and be absolutely acquitted and exonerated of and from all and every the Trusts, Purposes, Powers, Provisoes, and Declarations, whether for the Sale thereof or otherwise, in the same Will of the said *George* Earl of *Egremont* created and contained of and concerning the same, and, so freed,

Lands in Second Schedule.

freed, discharged, acquitted, and exonerated, shall be held by the said *William Cookesley Thompson*, *Joseph Stroud*, *Robert Biddulph*, and *Lawrence Walker*, their Heirs and Assigns, upon and for the Trusts and Purposes, and with, under, and subject to the Charges, Powers, Provisoes, and Declarations, in and by the same Will and the Codicils thereto created and contained of and concerning the said Testator's Freehold Manors, Hereditaments, and Premises thereby devised, being Freehold of Inheritance, and not directed to be sold, but directed (subject to the antecedent Trusts herein-before recited or referred to) to be ultimately settled as aforesaid, or such and so many of them as are now subsisting undetermined and capable of taking effect, in lieu of and exchange for the Lands and other Hereditaments described in the Second Schedule to this Act, and the Rights, Members, and Appurtenances thereof, being Lands and Hereditaments by the same Will devised unto the said *John Walter Roberts*, now deceased, *William Cookesley Thompson*, *Joseph Stroud*, *Robert Biddulph*, and *Lawrence Walker*, their Heirs and Assigns, upon and for the Trusts and Purposes, and with, under, and subject to the Charges, Powers, Provisoes, and Declarations last herein-before referred to, and in such Manner, to all Intents and Effects, so far as regards the said Lands and Hereditaments described in the said First Schedule, as if the Words *Broadway* and *Whitelackington*, used in the said Will in the Description of the Parishes, the said Testator's Hereditaments lying or being in which are thereby directed to be sold, had been omitted.

Lands in Second Schedule, at present vested in the Trustees of George Earl of Egremont's Will in trust to be settled, to be henceforth held by them on the Trusts of his Will as to his Lands thereby directed to be sold, in lieu of Lands in First Schedule.

IV. That from and after the passing of this Act all and singular the Lands and other Hereditaments described in the Second Schedule to this Act, and which are situate in the Parishes of *Bickenhall*, *Stocklinch-Ottersey*, *Stogursey*, and *Luxborough* in the County of *Somerset*, being Freehold Lands and Hereditaments, by the herein-before in part recited Will of the said Testator *George* Earl of *Egremont* devised unto the said *John Walter Roberts*, now deceased, *William Cookesley Thompson*, *Joseph Stroud*, *Robert Biddulph*, and *Lawrence Walker*, their Heirs and Assigns, upon trust, after and subject to certain antecedent Trusts and Directions in the same Will contained and herein-before recited or referred to, to be settled as therein mentioned, with their several Rights, Members, and Appurtenances, and all other, if any, the Lands and Hereditaments devised by the same Will as aforesaid which are situate in the Four last-mentioned Parishes or any of them, and their respective Appurtenances, shall be freed and discharged and be absolutely acquitted and exonerated of and from all and every the Trusts, Purposes, Charges, Powers, Provisoes, and Declarations in and by the said Will and Codicils of the said Testator created and contained of and concerning the same, and, so freed, discharged, acquitted, and exonerated, shall be

be held by the said *William Cookesley Thompson*, *Joseph Stroud*, *Robert Biddulph*, and *Lawrence Walker*, their Heirs and Assigns, upon and for the Trusts and Purposes, and with, under, and subject to the Charges, Powers, Provisoes, and Declaration in and by the said Will of the said Testator created and contained of and concerning such of the thereby devised Lands and Hereditaments as are situate in the said Parishes of *Broadway* and *Whitelackington* in the said County of *Somerset*, or such and so many of them as are now subsisting undetermined and capable of taking effect, in lieu of and exchange for the Lands and other Hereditaments described in the First Schedule to this Act.

As to the Consents of the said G. Wyndham and his Sons, and W. T. Wyndham and the Vicomte and Madame de Valmer.

V. And whereas the said *George Wyndham* and his said Sons *George Wyndham* the younger, *John Wyndham* the younger, *Francis Wyndham* the younger, *Hugh Wyndham* the younger, *Alexander Wyndham*, *Charles Wyndham*, *Guy Wyndham*, *Reginald Wyndham*, and *Wadham Wyndham*, and also the said *William Trevelyan Wyndham*, and *Augustin Denis Pinon Duclos* Vicomte *de Valmer* and *Frances* his Wife, are at present abroad, and their Consent or the Consent of any or either of them to this Act hath not been proved: Therefore this Act or anything therein contained shall not be of any Effect as against the said *George Wyndham*, or as against his said Sons *George Wyndham* the younger, *John Wyndham* the younger, *Francis Wyndham* the younger, *Hugh Wyndham* the younger, *Alexander Wyndham*, *Charles Wyndham*, *Guy Wyndham*, and *Reginald Wyndham* respectively, or as against the said *William Trevelyan Wyndham*, or as against their respective First and other Sons, or the Issue Male of such First and other Sons respectively, or as against the said *Wadham Wyndham* or his Issue Male, or any Sons of the said *George Wyndham* born since the Birth of the said *Wadham Wyndham*, or their respective Issue Male, or as against the said *Augustin Denis Pinon Duclos* Vicomte *de Valmer* and *Frances* his Wife respectively, or the Heirs of the said *Frances de Valmer*, or as against any Person or Persons claiming by, from, through, or under the several Persons before in this Section mentioned respectively, unless and until the Consent of the said *George Wyndham* on behalf of himself, and the Consent of the said *George Wyndham*, or, in case of his Death, of the Guardian or Guardians for the Time being of his Infant Sons, on behalf of the said *John Wyndham* the younger, *Francis Wyndham* the younger, *Hugh Wyndham* the younger, *Alexander Wyndham*, *Guy Wyndham*, *Reginald Wyndham*, and *Wadham Wyndham*, and of all other Sons, if any, now born of the said *George Wyndham* who may be Infants at the Time of his giving such Consent, and the respective Consents of the said *George Wyndham* the younger, and *William Trevelyan Wyndham*, and of the said *John Wyndham* the younger, and *Francis Wyndham* the younger (if

(if of full Age before the Consent of their said Father, or Guardian or Guardians for the Time being, shall have been signified as hereinafter mentioned), and of the said *Augustin Denis Pinon Duclos* Vicomte *de Valmer* and *Frances* his Wife, shall be signified by Writing under the Hand of each Person so consenting, attested in each Case by at least One Witness, and such Writing or Writings shall be enrolled in Her Majesty's High Court of Chancery in *England* within Three Years from the passing of this Act, and after the Enrolment of any such Consent the same shall be deemed Part of this Act, and shall be as binding and conclusive upon the Person or Persons by whom and on whose Behalf the same shall be given, and all Persons claiming or to claim by or under him or them respectively, as if such Consent had been obtained and proved before the passing of this Act; and every such Consent may be given in the Form or to the Effect following; that is to say: "I, or we, (here insert the Name " of the consenting Party or Parties, and if any Party consents on " behalf of his Infant Sons add 'on behalf of myself and of all my " 'Infant Sons,' and if any consent as Guardian add 'on behalf of the " 'Person or Persons for whom I am authorized to consent,') do " hereby consent to an Act of Parliament passed in the Seventeenth " Year of the Reign of Queen *Victoria*, intituled *An Act for confirming* " *an Exchange between the Right Honourable* Henry Stephen *Earl* " *of* Ilchester *and the Right Honourable* George O'Brien *Earl of* " Egremont, *now deceased, and for effecting an Exchange of Lands* " *by the last Will of the Right-Honourable* George *Earl of* Egremont, " *now deceased, directed to be sold for Lands by that Will directed to* " *be settled*:" Provided always, that if either of the Parties aforesaid die before his or their Consent shall have been signified, then this Clause and the Restriction therein contained (so far only as the same applies to or concerns the Person or Persons so dying, and all Persons claiming by or under him or them) shall be absolutely void to all Intents and Purposes whatsoever.

General Saving.

VI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except, as to the respective Hereditaments mentioned in the next following Section of this Act, the respective Persons mentioned in that Behalf, by Name or otherwise, in the same Section,) all such Estate, Right, Title, Interest, Claims, and Demand whatsoever of, in, to, or out of the Manors, Messuages, Farms, Lands, Tenements, Parts, Shares, Hereditaments, and Premises hereby respectively settled or otherwise assured as aforesaid, as they or any of them had before the passing of this Act, or would, could, or might have or enjoy if this Act were not passed.

VII. The

Exception from General Saving.

VII. The following are the respective Hereditaments and Persons referred to in and by the Exception contained in the last preceding Section of this Act, (to wit,) as to the said Hereditaments and Premises which on the Partition and Exchange by this Act confirmed were conveyed, or intended as aforesaid to be conveyed, by the said *Henry Stephen* Earl of *Ilchester*, and the Hereditaments and Premises over which Powers of Distress and Entry are granted by this Act, the said *Henry Stephen* Earl of *Ilchester*, his Heirs and Assigns, and as to as well the said Hereditaments and Premises which on the Partition and Exchange by this Act confirmed were conveyed or expressed to be conveyed by the said *George O'Brien* Earl of *Egremont*, as also the Lands and Hereditaments comprised in the Schedules to this Act, the several Persons named as Parties to the thirdly herein-before mentioned Cause or Suit in the said Court of Chancery, *viz.*; the said *Jane* Countess of *Egremont*, *William Cookesley Thompson*, *Joseph Stroud*, *Robert Biddulph*, *Lawrence Walker*, *Augustin Denis Pinon Duclos* Vicomte *de Valmer* and *Frances* his Wife, The Honourable *Francis Scott* and *Julia Frances Laura* his Wife, *William Wyndham* the Son, *William Wyndham* the Grandson, *Edmund Wyndham*, *Arthur Wyndham*, *Hugh Wyndham*, *Thomas Heathcote Wyndham*, *Alexander Wadham Wyndham*, *William Trevelyan Wyndham*, *Alfred Wyndham*, *Spencer Wyndham*, *Francis Wyndham*, *John Wyndham*, *Edward Sandford Wyndham*, *Charles Henry Wyndham*, *George Wyndham*, *Alward Wyndham*, *George Wyndham* the younger, *John Wyndham* the younger, *Francis Wyndham* the younger, *Hugh Wyndham* the younger, *Alexander Wyndham*, *Charles Wyndham*, *Guy Wyndham*, *Reginald Wyndham*, *Wadham Wyndham*, *Caroline Fanny Voules*, *Melissa Elizabeth Voules*, and *Tom Arthur Voules*, and the Heirs and Assigns of the said *William Cookesley Thompson*, *Joseph Stroud*, *Robert Biddulph*, and *Lawrence Walker*, and of the said *Frances de Valmer* and *Julia Frances Laura Scott*, and the Sons of the said *William Wyndham* the Grandson, *Edmund Wyndham*, *Arthur Wyndham*, *Hugh Wyndham*, and *Thomas Heathcote Wyndham* respectively, and the other Sons of the said *William Wyndham* the Son, and the Heirs Male of the Bodies respectively of such respective Sons issuing, and the Sons of the said *William Trevelyan Wyndham*, *Alfred Wyndham*, and *Spencer Wyndham* respectively, and the other Sons of the said *Alexander Wadham Wyndham*, and the Heirs Male of the Bodies respectively of such respective Sons issuing, and the Sons of the said *Alward Wyndham*, *George Wyndham* the younger, *John Wyndham* the younger, *Francis Wyndham* the younger, *Hugh Wyndham* the younger, *Alexander Wyndham*, *Charles Wyndham*, *Guy Wyndham*, and *Reginald Wyndham*, and the Heirs Male of the Bodies respectively of such respective Sons issuing, and the Heirs Male of the Body of the said *Wadham Wyndham* issuing, and the other Sons of the said *George*

Wyndham, and the Sons of the said *Francis Wyndham* and *Edward Sandford Wyndham*, and the other Sons of the said *John Wyndham*, and the Sons of the said *Charles Henry Wyndham*, and the Heirs Male of the Bodies respectively of all such Sons respectively issuing, and all other Persons to or upon whom any Estate, Right, Title, or Interest hath been devised or limited, or hath descended or devolved, or shall descend or devolve, under or by virtue or in consequence of the herein-before recited Will of the said Testator *George* Earl of *Egremont*, or the said Codicils thereto, or either of them.

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

VIII. That this Act shall not be a Public Act, but 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 by all Judges, Justices, and others.

SCHE-

SCHEDULES.

THE FIRST SCHEDULE ABOVE REFERRED TO;

Comprising Parts of the Estates of the Testator George Earl of Egremont proposed to be ultimately settled.

Premises.	Quantity.	Yearly Rent.	Yearly Value clear.	Observations.
Lands in Broadway.	A. R. P.	£ s. d.	£ s. d.	All yearly Holdings.
Allotment from Neroche Forest, occupied by Susan and Robert Blake.	16 3 19	16 6 0	16 6 0	With other Lands, Rent apportioned.
William Beale - - -	19 0 9	21 0 0	17 0 0	
Edward Bickley - - -	10 1 34	10 10 0	8 0 0	
John Dolling - - -	14 1 17	11 0 0	10 0 0	
Sarah Hill - - -	15 2 6	13 5 0	13 5 0	With other Lands, Rent apportioned.
Thomas Waldron - - -	10 0 16	11 0 0	9 5 0	
John Russell - - -	8 0 10	8 15 0	8 5 0	
William Summers - - -	17 1 26	17 10 0	16 12 0	
Isaac Standerwicke - -	8 3 19	8 15 0	8 15 0	
John Loaring - - - -	7 1 38	7 10 0	7 0 0	
John Webb and William Beale -	6 3 30	6 8 0	6 5 0	With other Lands, Rents apportioned.
John Webb - - -	20 0 10	19 0 0	19 0 0	
John Loaring - - -	12 3 7	17 10 0	16 6 0	
Samuel Hine (uncultivated) -	3 3 0	1 10 0	1 17 6	
	171 3 1	169 19 0	157 16 6	

New Inclosures, and the Fences expensive;— the Fee at 27 Years Purchase - £4,261 5 6

Samuel Hine (uncultivated) -	8 0 0	4 0 0	4 0 0	On Lease for Life of Downing Blake, aged 76, with other Lands, Rent apportioned.

The Reversion in Fee Simple at 23 Years Purchase - - - £92 0 0

Earl of Egremont's Estate.

Premises.	Quantity.	Yearly Rent.	Yearly Value clear.	Observations.
Lands in Whitelackington occupied by	A. R. P.	£ s. d.	£ s. d.	
John and Henry Bradley, called Clayhanger Farm W. Davis, Garden from Waste - - -	72 3 37	55 0 0	55 0 0	Overland or Roofless Tenement, yearly Holding, with other Lands, Rent apportioned.
William Baker, Fawksfield Farm.	65 3 14	40 0 0	45 0 0	The like.
	138 3 11	95 0 0	100 0 0	

The Fee at 28 Years Purchase - - £2,800 0 0

Summary of Valuation of Lands proposed to be retained.

Premises.	Quantity.	Value of the Fee.	Observations.
	A. R. P.	£ s. d.	
The Lands in Broadway - -	171 3 1	4,261 5 6	At Rack, in Fee.
Ditto ditto - - -	8 0 0	92 0 0	On Lease, Reversion.
No Timber on the above.			
The Lands in Whitelackington:—			
Clayhanger Farm - - -	72 3 25		
Garden from the Waste - -	0 0 12		
Fawksfield Farm - - -	65 3 14		
	138 3 11	2,800 0 0	
		7,153 5 6	
Value of Timber on the Whitelackington Estates -		113 15 0	
	£	7,267 0 6	

Thomas Hawkes.

THE SECOND SCHEDULE ABOVE REFERRED TO;

Comprising Parts of the said Testator's Estate proposed to be taken out of Settlement.

	Quantity.	Yearly Rent.	Yearly Valuation.	Observations.
In Bickenhall.	A. R. P.	£ s. d.	£ s. d.	
The Battens Green Estate -	64 1 38	91 16 0	90 0 0	Yearly Holding; the late Earl's Part 5-12ths only.

Value, £37 10 0 per Annum, at 28 Years Purchase - - £1,050 0 0

Earl of Egremont's Estate.

	Quantity.	Yearly Rent.	Yearly Valuation.	Observations.
In Stocklinch Ottersey.	A. R. P.	£ s. d.	£ s. d.	
Paul's or Park Orchard -	0 2 18	- -	2 0 0	Lord's Rent, 2*s.*; Redeemed Rent Tax, 1*s.* 6*d.*; on Lease for One Life, aged 48; occupied by the Leaseholder; Heriot, 10*s.*
Say for the Reversion, in Fee, 18 Years Purchase - - -			£36 0 0	
In Stogursey.				
Part of Webbers, occupied by John Wilcox.	16 3 37	26 0 0	- -	Yearly Holdings.
Tucker's Acre, John Buffett	1 0 33	2 5 0		
Shepherds, Charles Pinn, and others.	0 2 30	13 10 0		
Rawlins, Robert Stockham, and others.	0 2 36	9 5 0		
Elsons, ditto, and Jonathan Date.	2 0 34	7 0 0		
Site of House unoccupied -	0 0 14			
Ruggets, &c., Robert Hawkins.	2 2 38	5 0 0		
	24 2 22	63 0 0	62 0 0	
Part House Property, say, for the whole, 27 Years Purchase -			£1,674 0 0	
Part of Webber's, occupied by Sir P. P. F. P. Acland.	2 2 2	5 0 0	5 0 0	On Lease for One Life, aged 62; occupied with other Lands; Rent apportioned.
Say, for Reversion in Fee, 20 Years Purchase - -			£100 0 0	
Ryes, Paddock, &c. - - } Shore, Mead, &c. - - }	1 2 0	- -	0 1 0	{ Nominal Rent; held with Fairfield Demesnes.
For Remainder of 1,000 Years - -			£1 10 0	
In Luxborough.				
Baker's, &c. &c., occupied by William Bryant, with unlimited Right of Common on Croydon Hill.	163 3 4	135 0 0	140 0 0	Yearly Holding.
The Fee, at 28 Years Purchase - -			£3,920 0 0	

Earl of Egremont's Estate.

Premises.	Quantity.	Yearly Rent.	Yearly Value clear.	Observations.
	A. R. P.	£ s. d.	£ s. d.	
Bickham or Clickett Mills, and Lands, Dwelling, and Garden, occupied by William Langdon and Peter Locke and Martin Williams.	4 2 28	18 2 0	18 0 0	The Building old, and only One Pair of Stones.
The Fee, at 25 Years Purchase - - -			£ 450 0 0	
White's Cottage and Garden, occupied by George Tarr, Richard Locke, and Richard Hole.	1 0 29	9 2 0	8 0 0	Yearly Holdings; rough Buildings; the Rent too high.
The Fee, at 20 Years Purchase - - - - -			£ 160 0 0	
Dryball Cottage, &c., occupied by Robert Staddon and another.	0 2 34	Lord's Rent. 0 1 0	3 0 0	Old Buildings, on Lease for Two Lives, aged 76 and 74; occupied by the Leaseholder; Heriot, 2*s.* 6*d.*
The Reversion in Fee, at 16 Years Purchase - - -			£ 48 0 0	
Croydon Hill, the entire Soil and exclusive Right of Shooting thereon.	380 2 17	- - -	19 0 0	
The Fee, at 24 Years Purchase - - - - -			£ 456 0 0	

Subject to Rights of Stockage and Turbary for the foregoing Lands in Luxborough, and also Stockage for Nurcott Farm, &c., in the said Parish.

Manorial Quitrents, &c.; viz.

	£	s.	d.
Mr. Robert Hole, Quitrent for Combe Messuage - - - -	0	0	6
The Rev. —— Taylor, ditto for Allercott Farm, in Timbers Combe -	0	12	0
Ditto, Licence for Use of Water - - - - - - - -	0	11	0
Sir J. H. Lethbridge, Quitrent for Hole Stowey, Cutcombe - -	0	0	2
Robert Stadden, Licence for Waste opposite to Dryball Cottage - -	0	0	2
	1	3	10
The Fee, at 24 Years Purchase - - -	£ 28	12	0

Earl of Egremont's Estate.

Lands proposed to be sold.—Summary of Valuation.

Names.	Quantity.	Value of the Fee.	Observations.
In Bickenhall.	A. R. P.	£ s. d.	
5-12ths of Batten's Green Tenement	64 1 38	1,050 0 0	Coparcenary undivided yearly Tenancies.
5-12ths of Timber thereon - -	- - -	32 7 6	
In Stocklinch Ottersey.			
Paul's or Park Orchard, the Reversion in Fee.	0 2 18	36 0 0	On Lease for One Life, aged 48.
In Stogursey.			
Sundry Lands and Tenements -	24 2 22	1,674 0 0	Yearly Tenancies.
Part of Webber's Tenement, the Reversion in Fee.	2 2 2	100 0 0	On Lease for One Life, aged 62.
Enfranchisement of Rye's Paddock and Shoremead.	1 2 0	1 10 0	Remainder of 1,000 Years at nominal Rent.
Timber on the Stogursey Lands -	- - -	45 7 0	
In Luxborough.			
Lands and Tenements occupied by William Bryant.	163 3 4	3,920 0 0	Yearly Tenant.
Bickham or Clickett Mill, &c., occupied by William Langdon and another.	4 2 28	450 0 0	Ditto.
White's Cottage and Garden, occupied by Labourers.	1 0 29	160 0 0	Ditto.
Dry Ball Cottages, &c., the Reversion in Fee.	0 2 34	48 0 0	On Lease for Two Lives, 76 and 74.
Croydon Hill, subject to Common Rights.	380 2 17	456 0 0	In hand, open Common.
Manorial Quitrents - - -	- - -	28 12 0	
Timber on the Luxborough Lands - - -		16 12 0	
	£	8,018 8 6	

Thomas Hawkes.

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