ANNO QUINTO & SEXTO

VICTORIÆ REGINÆ.

***

Assigns, all that the One undivided Moiety or equal Half Part or Share of or to which she the said Dame *Louisa Mary Hervey Bathurst* became, on the Decease of *Charles Smythe* without Issue Male, Tenant in Tail in Possession of and in the several Manors or Lordships, or reputed Manors or Lordships, Messuages, Lands, and other Hereditaments in the County of *Southampton*, therein particularly mentioned and referred to, and of and in the Rights, Members, and Appurtenances thereof, to hold the same (subject and without Prejudice to the several Terms of Years therein mentioned for securing the respective Principal Sums and Interest therein mentioned, and also subject and without Prejudice to the Annuity or yearly Rent-charge therein mentioned, and the Powers and Remedies and Terms of Years for securing the same,) unto and to the Use of the said *Thomas Ryder*, his Heirs and Assigns, during the joint Lives of the said Sir *Frederick Hutchison Hervey Bathurst* and Dame *Louisa Mary Hervey Bathurst* his Wife, to the Intent that he the said *Thomas Ryder* might be Tenant of the Freehold of the said undivided Moiety of the said Manors and other Hereditaments, and that One or more Common Recovery or Recoveries might be suffered of the same Moiety in the Court of Common Pleas at *Westminster*, wherein the said Sir *Frederick Hutchison Hervey Bathurst* and Dame *Louisa Mary* his Wife should be vouched; and it was declared that the same Recovery, and all other Assurances of the same Moiety of the same Hereditaments, should enure (subject and without Prejudice as therein-before mentioned) to the Use of such Person or Persons, for such Estate or Estates, for such Term or Terms, upon and for such Ends, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Declarations, and Agreements, and in such Manner in all respects as the said Sir *Frederick Hutchison Hervey Bathurst* and Dame *Louisa Mary* his Wife, at any Time or Times, or from Time to Time, during their joint Lives, should by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation, to be by them sealed and delivered in the Presence of and attested by Two or more credible Witnesses, jointly direct, limit, or appoint, and for Default of and subject to any such joint Direction, Limitation, or Appointment, and until any such should be made, and in case any such should be made, then, so far as the Estates and Interest thereby limited and created should not extend, to the Use of the said Sir *Frederick Hutchison Hervey Bathurst* and his Assigns for his Life without Impeachment of Waste, and from and after his Decease to the Use of the said Dame *Louisa Mary Hervey Bathurst*, in case she should survive him, her Heirs and Assigns for ever; but in case she should happen to die in his Lifetime, then from and after his Decease to the Use of such Person or Persons, for such Estate or Estates, and upon such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Declarations, and Agreements, and in such Manner in all respects, as the said Dame *Louisa Mary Hervey Bathurst*, notwithstanding her Coverture, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation, to be by her sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by her last Will and Testament in Writing, or any Codicil or Codicils thereto in

Writing, to be by her signed and published in the Presence of and to be attested by Three or more credible Witnesses, should direct, limit, or appoint; and for Default of and until and subject to any such Direction, Limitation, or Appointment, and so far as any such Direction, Limitation, or Appointment, if so made, should not extend, to the Use of the said Dame *Louisa Mary Hervey Bathurst*, her Heirs and Assigns for ever: And whereas in pursuance of the said recited Indenture of Bargain and Sale a Common Recovery was suffered of the said undivided Moiety of the said Manors and other Hereditaments in the said Court of Common Pleas in the Third Year of the Reign of His late Majesty King *William* the Fourth, in which Recovery the said *Thomas Ryder* was Tenant, and the said Sir *Frederick Hutchison Hervey Bathurst* and Dame *Louisa Mary* his Wife were vouched, and vouched over the Common Vouchee of the said Court: And whereas the Principal Sums which were Charges on the Entirety of the said Manors and other Hereditaments, or of Parts thereof, and subject to which One undivided Moiety of the same Hereditaments was limited and assured as aforesaid, amounted to the Sum of Seventeen thousand two hundred and fifty Pounds, and the annual Sum or yearly Rent-charge mentioned in the said Indenture of Bargain and Sale, and which was charged on the Entirety of the same Manors and other Hereditaments, was an annual Sum or yearly Rent of One thousand Pounds, which by an Indenture bearing Date the Twelfth Day of *March* One thousand eight hundred and seven, and made between *Walter Smythe* Esquire of the First Part, *Henry Errington* Esquire of the Second Part, *Louisa Victoria Sobieski Foxhunta Moll Boycott* (who was then usually called *Louisa Boycott* only) Spinster, now *Louisa Smythe*, Widow of the said *Walter Smythe*, of the Third Part, *Edward Ravenscroft* Esquire and *Thomas Boycott* Esquire of the Fourth Part, Sir *John Throckmorton* Baronet and *William Throckmorton* Esquire of the Fifth Part, and the said *Henry Errington* and *Thomas Boycott* of the Sixth Part, (being the Settlement executed previously to and in contemplation of the Marriage which was then intended and was shortly after solemnized between the said *Walter Smythe* and *Louisa Boycott*,) was limited to the said *Louisa Smythe* for her Life, to take effect after the Decease of the said *Walter Smythe*, and to be paid by equal quarterly Payments on the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fifth Day of *December* in each Year, and was secured by the usual Powers of Entry and Distress on and Detention of the Possession and Perception of the Rents and Profits of the said Manors and other Hereditaments, and by a Term of Five hundred Years, which by the same Indenture was limited to the said *Edward Ravenscroft* and *Thomas Boycott*, their Executors, Administrators, and Assigns: And whereas the said *Edward Ravenscroft* departed this Life in the Month of *August* One thousand eight hundred and twenty-eight, leaving the said *Thomas Boycott* him surviving: And whereas by Indentures of Lease and Release, bearing Date respectively the Twenty-first and Twenty-second Days of *April* One thousand eight hundred and thirty-six, the Release made between the Honourable *George Augustus Craven* of *Brambridge House* in the County of *Southampton*, and *Charlotte Georgina Harriet Craven* his then Wife (formerly *Charlotte*

Charlotte Georgina Harriet Smythe Spinster), of the one Part, and the Right Honourable *William* Earl of *Craven* of *Coombe Abbey* in the County of *Warwick*, and the Honourable *Henry Augustus Berkeley Craven* of *Connaught Terrace* in the County of *Middlesex*, of the other Part, (which Indentures were enrolled in the High Court of Chancery on the Fifth Day of *May* One thousand eight hundred and thirty-six, in pursuance of Articles in the said Release recited, executed previously to their Marriage,) the said *George Augustus Craven* and *Charlotte Georgina Harriet Craven* his Wife, pursuant to the Act of Parliament of the Third and Fourth Years of His then Majesty, Chapter Seventy-four, for abolishing Fines and Recoveries, and each of them, did grant, bargain, sell, alien, and release unto the the said *William* Earl of *Craven* and *Henry Augustus Berkeley Craven*, and their Heirs, all that the One undivided Moiety or equal Half Part or Share of or to which she the said *Charlotte Georgina Harriet Craven* became, on the Decease of *Charles Smythe* without Issue Male, Tenant in Tail in Possession of and in the several Manors or Lordships, or reputed Manors or Lordships, Messuages, Lands, and other Hereditaments in the County of *Southampton*, therein particularly mentioned and referred to, and of and in the Rights, Members, and Appurtenances thereof, to hold the same (subject and without Prejudice to the several Terms of Years therein mentioned, for securing the respective Principal Sums and Interests therein mentioned, and also subject and without Prejudice to the Annuity or yearly Rentcharge therein mentioned, and the Powers and Remedies and Terms of Years for securing the same,) to the Use of such Person or Persons, for such Estate or Estates, for such Term or Terms of Years, upon and for such Ends, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Declarations, and Agreements, and in such Manner in all respects, as the said *Charlotte Georgina Harriet Craven* and *George Augustus Craven*, at any Time or Times, or from Time to Time, during their joint Lives, should, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation, to be by them both sealed and delivered in the Presence of and attested by Two or more credible Witnesses, jointly direct, limit, or appoint, and for Default of and subject to any such Direction, Limitation, or Appointment, and until any such should be made, and in case any should be made then so far as the Estates and Interests thereby limited and created should not extend, to the Use of the said *George Augustus Craven* and his Assigns for his natural Life, without Impeachment of Waste, and after his Decease to the Use of the said *Charlotte Georgina Harriet Craven*, in case she should survive him, her Heirs and Assigns for ever: And whereas the said *George Augustus Craven* departed this Life on the Twenty-sixth Day of *July* One thousand eight hundred and thirty-six, leaving the said *Charlotte Georgina Harriet Craven* him surviving, and without having concurred with the said *Charlotte Georgina Harriet Craven* in exercising the joint Power which was limited to them by the said recited Indenture of the Twenty-second Day of *April* One thousand eight hundred and thirty-six, as aforesaid, on which Event the said *Charlotte Georgina Harriet Craven* became entitled in Fee Simple in Possession to the other undivided Moiety or equal Half Part of and in all the said Manors and other Hereditaments herein-before referred to,

to, subject to the said Charges affecting the Entirety thereof: And whereas the said Sir *Frederick Hutchison Hervey Bathurst* and Dame *Louisa Mary* his Wife and *Charlotte Georgina Harriet Craven* sold a small Part of the aforesaid Hereditaments to the *London and South-western* Railway Company, and the Sum of Two thousand five hundred and seventy-four Pounds, Part of the Consideration for the said Sale, was applied to the Reduction of the aforesaid Charges, and the same were thereby reduced to the Sum of Fourteen thousand six hundred and seventy-six Pounds: And whereas the said Sir *Frederick Hutchison Hervey Bathurst* and Dame *Louisa Mary* his Wife and the said *Charlotte Georgina Harriet Craven* agreed to make a Partition of the remaining Part of the said Manors and other Hereditaments, and with a view thereto the same Hereditaments were valued, and were divided into Two Portions of equal Value, of which it was agreed that the said Sir *Frederick Hutchison Hervey Bathurst* and Dame *Louisa Mary* his Wife should become entitled to one Portion (being the Manors and other Hereditaments which are comprised in the First Schedule to this Act), subject to a Moiety of the Charges affecting the whole of the said Estates, and that the said *Charlotte Georgina Harriet Craven* should become entitled to the other Portion (being the Manors and other Hereditaments comprised in the Second Schedule to this Act), subject to the other Moiety of the said Charges; and it was further agreed between the same Parties that the said *Charlotte Georgina Harriet Craven* should become the Purchaser, at or for the Price or Sum of Fifteen thousand three hundred and forty-two Pounds, of certain Parts of the said Lot of the said Sir *Frederick Hutchison Hervey Bathurst* and Dame *Louisa Mary* his Wife, being such of the said Hereditaments comprised in the same Lot as form the Second Part of the said First Schedule to this Act: And whereas the said *Louisa Smythe* agreed to accept, in lieu of her said yearly Rent-charge of One thousand Pounds secured by the herein-before recited Indenture of the Twelfth Day of *March* One thousand eight hundred and seven, Two annual Sums or yearly Rents of Five hundred Pounds, to be payable to her during her Life, one of which should be charged on such of the said Hereditaments to be comprised in the said Partition as are comprised in the First Part of the First Schedule to this Act, and the other of the same annual Sums or yearly Rents should be charged on such of the said Hereditaments to be comprised in the said Partition as are comprised in the Second Schedule to this Act; and it was agreed that the same annual Sums or yearly Rents of Five hundred Pounds each should be secured by means of the usual Powers of Distress and Entry on, and Detention of the Possession, and Perception of the Rents and Profits of the Premises so to be charged, and by a Term of Years to be limited to Trustees in the same respective Hereditaments: And whereas the said annual Sum or yearly Rent of One thousand Pounds has been paid up to the Twenty-fifth Day of *March* now last past: And whereas all the necessary Instruments for carrying the aforesaid Arrangements into effect were prepared, and the said *Charlotte Georgina Harriet Craven*, out of Monies raised by her for the Purpose, discharged the said remaining Incumbrances to the Amount of Fourteen thousand six hundred and seventy-six Pounds, and the same, and the Terms of Years, Estates, and Interests for

Agreement for Partition and for Sale to and purchase by Mrs. Craven.

Agreement with the Jointress.

securing the same, have, under the Advice of Counsel, and in order to clear and simplify the Titles previously to the Execution of the Partition and Purchase Deeds, been severally released, extinguished, and reconveyed, according to the respective Uses existing in the said respective undivided Moieties of the Estates which were so charged as aforesaid, save only as respects Three Sums of One thousand Pounds, Four thousand Pounds, and Two hundred and fifty Pounds, which Sums, and the Securities for the same, have been assigned to Trustees for the said *Charlotte Georgina Harriet Craven*: And whereas, after applying the Sum of Seven thousand three hundred and thirty-eight Pounds to the Discharge of the like Sum of Seven thousand three hundred and thirty-eight Pounds, being the Moiety payable by the said Sir *Frederick Hutchison Hervey Bathurst* and Dame *Louisa Mary* his Wife of the aforesaid Incumbrances, there remained to be paid by the said *Charlotte Georgina Harriet Craven*, in respect of her said Purchase Money of Fifteen thousand three hundred and forty-two Pounds, the Sum of Eight thousand and four Pounds: And whereas the said Dame *Louisa Mary Hervey Bathurst* departed this Life on or about the Eighth Day of *January* One thousand eight hundred and forty-one, and before the aforesaid Arrangements could be carried completely into effect, and without having concurred with the said Sir *Frederick Hutchison Hervey Bathurst* in exercising the joint Power which was limited to them by the said recited Indenture of the Twelfth Day of *November* One thousand eight hundred and thirty-two as aforesaid, and without having exercised the sole Power limited to her by the same Indenture, and she left *Frederick Arthur Thomas Hervey Bathurst*, an Infant of the Age of Eight Years or thereabouts, her eldest Son and Heir at Law, on whom the Remainder or Reversion in Fee expectant on the Decease of the said Sir *Frederick Hutchison Hervey Bathurst* of and in One Moiety of and in the said Manors and other Hereditaments, of which a Partition had been agreed on as aforesaid, descended: And whereas it will be greatly for the Advantage of all Persons concerned that the aforesaid Partition and Sale, and all Matters connected therewith, and which formed Part of the aforesaid Arrangements, should be carried into effect, and if the same should not be effected great Inconvenience will be occasioned to the said *Charlotte Georgina Harriet Craven*, she having no legal Security for the Sums paid by her as aforesaid, and the Money advanced to her to pay the same having been so advanced in anticipation of a Mortgage agreed to be made by her of the Hereditaments which were allotted to her, and which she had agreed to purchase as aforesaid: And whereas by reason of the Infancy of the said *Frederick Arthur Thomas Hervey Bathurst* the Objects aforesaid cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said Sir *Frederick Hutchison Hervey Bathurst*, in his own Behalf and on behalf of his infant Son the said *Frederick Arthur Thomas Hervey Bathurst*, and the said *Charlotte Georgina Harriet Craven* and *Louisa Smythe*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same,

That

Estates vested in Trustees in Fee, discharged from Mrs. Smythe's Jointure and Term for securing it;

That all and singular the Manors, Capital and other Messuages, Lands, Tenements, and other Hereditaments, situate, lying, and being in the several Parishes or Places of *Stoneham*, *Sonborne* otherwise *Somborne*, *Mottisfont*, and *Twyford*, or elsewhere in the County of *Southampton*, and which are particularly mentioned and described in the First and Second Schedules to this Act annexed, together with all and every the Rights, Members, and Appurtenances whatsoever thereunto belonging or in anywise appertaining, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof and of every Part thereof, shall from and after the passing of this Act be vested in and the same are hereby from henceforth vested in the said *William* Earl of *Craven* and the Right Honourable Sir *William Henry Fremantle* of *Great Stanhope Street* in the Parish of *Saint George Hanover Square* in the County of *Middlesex*, their Heirs and Assigns, freed and discharged of and from the said annual Sum or yearly Rent-charge of One thousand Pounds limited to the said *Louisa Smythe* by the said herein-before mentioned Indenture of the Twelfth Day of *March* One thousand eight hundred and seven, and the Remedies for recovering the same, and of and from the said Term of Five hundred Years limited by the same Indenture to the said *Edward Ravenscroft* and *Thomas Boycott*, their Executors, Administrators, and Assigns, and now vested in the said *Thomas Boycott* by Survivorship as aforesaid, for securing the same annual Sum or yearly Rent-charge, upon and for the Trusts, Intents, and Purposes herein-after declared of and concerning the same; (that is to say,) as to such of the said Hereditaments hereby vested in Trustees as aforesaid as are comprised in the First Part of the said First Schedule to this Act, upon Trust that the said *William* Earl of *Craven* and Sir *William Henry Fremantle*, or the Survivor of them, or the Heirs or Assigns of such Survivor, do and shall, as soon as conveniently may be after the passing of this Act, convey, limit, and assure the same to the Use and Intent that the said *Louisa Smythe* and her Assigns may, from the Twenty-fifth Day of *March* in the present Year of our Lord One thousand eight hundred and forty-two, receive during her Life an annual Sum or yearly Rent of Five hundred Pounds of lawful Money of *Great Britain*, to be yearly issuing out of and charged and chargeable upon all the same Hereditaments, and to be paid free from Taxes, and without any other Deduction whatsoever, by equal quarterly Payments, and with such usual Powers and Remedies for obtaining the same and all Arrears thereof, and all Costs, Charges, and Expences occasioned by the Nonpayment thereof, and in obtaining the same, as to the said *Louisa Smythe* and the Trustees or Trustee under this Act shall seem meet; and subject thereto, to the Use of Two or more Trustees to be named by the said *Louisa Smythe*, and their Executors, Administrators, and Assigns, for any Term of Years, without Impeachment of Waste, upon such Trusts for further securing the due Payment of the same annual Sum of Five hundred Pounds, and all Arrears thereof, and all Costs, Charges, and Expences occasioned by the Nonpayment thereof or in obtaining the same, as to the said *Louisa Smythe* and the Trustees or Trustee under this Act shall seem meet, but so that upon the Death of the said *Louisa Smythe*, and the Payment of all Arrears (if any) of the same annual Sum or yearly Rent,

as to Estates in the First Part of First Schedule, to convey and limit the same so that Mrs. Smythe may during her Life have thereout an annual Sum of 500*l.*

Rent, and the Expences incurred by the Nonpayment thereof or in obtaining the same, the same Term (subject to any Disposition which may have been made under the Trusts to be declared thereof) shall be made to cease and determine; and as to the same Hereditaments (subject and charged as aforesaid), to the Use of the said Sir *Frederick Hutchison Hervey Bathurst* and his Assigns during his Life, without Impeachment of Waste, and with the like Power of leasing as was limited to him by the herein-before recited Indenture of the Twelfth Day of *November* One thousand eight hundred and thirty-two, with respect to the undivided Moiety therein comprised of the Estates therein mentioned; and from and after the Decease of the said Sir *Frederick Hutchison Hervey Bathurst*, to the Use of the right Heirs of the said Dame *Louisa Mary Hervey Bathurst* for ever.

To Sir F. H. H. Bathurst for Life, with Remainder to the Heirs of the said Dame Louisa Mary Hervey Bathurst in Fee.

Estates in Second Part of First Schedule to be conveyed to Mrs. Craven in Fee on Payment of 8,004*l.*

II. And be it enacted, That such of the said Hereditaments hereby vested in Trustees as aforesaid as are comprised in the Second Part of the said First Schedule to this Act are so vested in them, freed and discharged as aforesaid, upon Trust that they the said *William* Earl of *Craven* and Sir *William Henry Fremantle*, or the Survivor of them, or the Heirs or Assigns of such Survivor, do and shall, as soon as conveniently may be after the passing of this Act, and on Payment into the Bank of *England* as herein-after is mentioned by the said *Charlotte Georgina Harriet Craven*, her Heirs, Executors, Administrators, or Assigns, of the Sum of Eight thousand and four Pounds of lawful Money of *Great Britain*, convey the same Hereditaments to her the said *Charlotte Georgina Harriet Craven*, her Heirs and Assigns for ever, or as she or they shall direct, in consideration of the said Sum of Eight thousand and four Pounds, and of the said Sum of Seven thousand three hundred and thirty-eight Pounds paid by her in discharge of the Moiety of the said Sir *Frederick Hutchison Hervey Bathurst* and *Louisa Mary* his Wife of the aforesaid Incumbrances, and making together the Sum of Fifteen thousand three hundred and forty-two Pounds.

8,004*l.* to be paid by Mrs. Craven into the Bank.

III. And be it enacted, That the said *Charlotte Georgina Harriet Craven*, her Heirs, Executors, Administrators, or Assigns, shall pay the said Sum of Eight thousand and four Pounds into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there "*Ex parte* the Purchaser of the Estate of Sir *Frederick Hutchison Hervey Bathurst* Baronet and *Frederick Arthur Thomas Hervey Bathurst*," pursuant to the Method prescribed by the Act of the Twelfth Year of King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four.

Certificate of Accountant General and Receipt of Cashier to be a sufficient Discharge for the same.

IV. And be it enacted, That the Certificate or Certificates of the said Accountant General, together with the Receipt of One of the Cashiers of the Bank of *England* to be thereto annexed and therewith filed in the proper Office of the said Court of Chancery, of the Payment into the Bank by the said *Charlotte Georgina Harriet Craven*, her Heirs, Executors, Administrators, or Assigns, of the said

Sum of Eight thousand and four Pounds, shall be a good and effectual Discharge to the said *Charlotte Georgina Harriet Craven*, her Heirs, Executors, Administrators, and Assigns, for the said Sum of Eight thousand and four Pounds, and the said *Charlotte Georgina Harriet Craven*, her Heirs, Executors, Administrators, and Assigns, after filing such Certificates and Receipts as aforesaid, shall be absolutely acquitted and discharged of and from the same Money, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof.

Application thereof to the Purchase of Real Estate.

V. And be it enacted, That upon a Petition to be presented to the said Court in a summary Way by the said Sir *Frederick Hutchison Hervey Bathurst*, and in case of his Death by the said *Frederick Arthur Thomas Hervey Bathurst* or the right Heirs of the said Dame *Louisa Mary Hervey Bathurst*, and if he, she, or they shall be under Age, then by his, her, or their Guardian or Guardians, the said Sum of Eight thousand and four Pounds (so far as the same shall not be applied under the Provisions in this Act contained to the Payment of Costs, Charges, and Expences,) shall be laid out in the Purchase of Freehold Lands, Tenements, or Hereditaments in Fee Simple in Possession, to be approved of by the said Court of Chancery; and that upon or from and immediately after the making of such Purchase or Purchases the Hereditaments so to be purchased shall be conveyed, settled, and assured to the like Uses, (save and except the annual Sum or yearly Rent hereinbefore directed to be limited, and the Term for securing the same,) and with, under, and subject to the like Powers, as are herein-before directed to be limited of and concerning the Hereditaments comprised in the First Part of the First Schedule to this Act, or as near thereto as may be, and as Deaths of Parties and other intervening Circumstances will admit.

Investment in the meantime in Government Bills.

VI. And be it enacted, That the said Sum of Eight thousand and four Pounds (subject to the Payment thereout of such Costs, Charges, and Expences as aforesaid,) shall in the meantime, and until the same Monies shall be invested in the Purchase of Lands, Tenements, and Hereditaments, be from Time to Time laid out by the Accountant General of the said Court of Chancery in the Purchase of Navy, Victualling, or Exchequer Bills; and the Interest arising from the Money so laid out in Navy, Victualling, and Exchequer Bills, and the Money received for the same as they shall respectively be paid off by Government, shall from Time to Time be laid out, in the Name of the said Accountant General, in the Purchase of other Navy, Victualling, or Exchequer Bills; provided that it shall be lawful to and for the said Court to make such General Order or Orders, or Special Order or Orders, if necessary, that whenever the Exchequer Bills, of the Date of those in the Hands of the Accountant General shall be in the Course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in exchange for those which are so in the Course of Payment as shall be effectual for enabling such Receipt in Exchange, and that in that event the Interest of the old Bills shall be laid out as before directed with respect to the Interest when the Bills are paid off; all which said

Navy, Victualling, or Exchequer Bills shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases shall be found and approved as herein-before is directed, and until the same shall, upon a Petition to be preferred to the Court of Chancery in a summary Way by the Person or Persons herein-before mentioned for that Purpose, be ordered to be sold by the said Accountant General for the completing such Purchase in such Manner as the said Court shall think just and direct; and if the Money arising by such Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as last mentioned, then and in that Case only the Surplus which shall remain, after discharging the Expences of the Application to the said Court, shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased in case the same had been purchased pursuant to this Act, or to the Representatives or Representative of such Person or Persons respectively.

Estates in Second Schedule to be conveyed and limited so as to secure to Mrs. Smythe an annual Sum of 500*l.*, and subject thereto and to Powers and a Term for securing it.

VII. And be it enacted, That such of the said Hereditaments hereby vested in Trustees as aforesaid as are comprised in the Second Schedule to this Act are so vested in them (freed and discharged as aforesaid) upon Trust that they the said *William* Earl of *Craven* and Sir *William Henry Fremantle*, or the Survivor of them, or the Heirs or Assigns of such Survivor, do and shall, as soon as conveniently may be after the passing of this Act, convey, limit, and assure the same Premises to the Use and Intent that the said *Louisa Smythe* and her Assigns may from the Twenty-fifth Day of *March* in the Year of our Lord One thousand eight hundred and forty-two receive during her Life an annual Sum or yearly Rent of Five hundred Pounds of lawful Money of *Great Britain*, to be yearly issuing out of and charged and chargeable upon the same Hereditaments, and to be paid, free from Taxes and without any other Deduction whatsoever, by equal quarterly Payments, and with such usual Powers and Remedies for obtaining the same and all Arrears thereof, and all Costs, Charges, and Expences occasioned by the Nonpayment thereof and in obtaining the same, as to the said *Louisa Smythe* and the Trustees or Trustee under this Act shall seem meet; and subject thereto to the Use of Two or more Trustees to be named by the said *Louisa Smythe*, and their Executors, Administrators, and Assigns, for any Term of Years, without Impeachment of Waste, upon such Trusts for further securing the due Payment of the same annual Sum of Five hundred Pounds and all Arrears thereof, and all Costs, Charges, and Expences occasioned by the Nonpayment thereof or in obtaining the same, as to the said *Louisa Smythe* and the Trustees or Trustee under this Act shall seem meet, but so that upon the Death of the said *Louisa Smythe*, and the Payment of all Arrears (if any) of the same annual Sum or yearly Rent, and the Expences incurred by the Nonpayment thereof or in obtaining the same, the same Term (subject to any Disposition which may have been made under the Trusts to be declared thereof) shall be made to cease and determine; and, subject as aforesaid, to the Use of the said *Charlotte Georgina Harriet Craven*, her Heirs and Assigns for ever.

To the Use of Mrs. Craven in Fee.

VIII. And

Costs.

VIII. And be it enacted, That the Proportion of the said Sir *Frederick Hutchison Hervey Bathurst* and *Louisa Mary* his Wife, and *Frederick Arthur Thomas Hervey Bathurst*, of all the Costs, Charges, and Expences which have been and shall be incurred preparatory and with a view to the Partition and other Arrangements which were agreed on as aforesaid, and the Valuation of the Estates comprised therein, and the Discharge, Assignment, Release, and Extinguishment of the aforesaid Incumbrances, and the Surrender and Conveyance of the Terms and Estates for securing any such Incumbrances, and of all Costs, Charges, and Expences which have been and shall be incurred preparatory and with a view to this Act, and in obtaining and passing the same, and of all Deeds which shall be executed in pursuance of this Act, and all the Costs, Charges, and Expences which shall be incident to the Applications to be made to the said Court of Chancery in pursuance of this Act, and to the Purchases hereby authorized to be made, shall be paid and satisfied, under the Direction of the said Court of Chancery, out of the aforesaid Sum of Eight thousand and four Pounds, and out of the Produce of the aforesaid Navy, Victualling, or Exchequer Bills.

How Costs to be ascertained.

IX. And be it enacted, That it shall be lawful for the said Court of Chancery, on Application to be made on Petition, to be presented in a summary Way by such Person or Persons as aforesaid, to make such Order or Orders as to the said Court shall seem fit for ascertaining, allowing, taxing, and settling and for the Payment of all such Costs, Charges, and Expences as aforesaid.

Saving Clause.

X. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Body or Bodies Politic or Corporate, and their respective Successors, Heirs, Executors, Administrators, and Assigns, (other than and except the said Sir *Frederick Hutchison Hervey Bathurst* and his Assigns, and the said *Frederick Arthur Thomas Hervey Bathurst*, and the right Heirs of the said Dame *Louisa Mary Hervey Bathurst*, and the said *Charlotte Georgina Harriet Craven*, her Heirs and Assigns, and the said *Louisa Smythe* and her Assigns, and the Person or Persons in whom the said Term of Five hundred Years created by the said Indenture of the Twelfth Day of *March* One thousand eight hundred and seven, in the Hereditaments comprised in this Act, or in any Part or Parts thereof, is or are vested, and his and their Executors, Administrators, and Assigns,) all such Estate, Right, Title, Interest, Claim, and Demand of, in, to, out of, or upon the said Manors and other Hereditaments comprised in this Act, as they, or every or any of them, had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been passed.

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

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

The

The FIRST SCHEDULE referred to by this Act.

PART FIRST.

Tenants Names.	Tenements.	State.	Quantity. A.	R.	P.
Sir F. H. H. Bathurst, Bart.	The Lower Thorns - -	Wood - -	9	1	37
	The Middle Thorns - -	Ditto -	23	2	5
	The Upper Thorns - -	Ditto - -	17	1	15
	Dumper's Oak Coppice -	Ditto - -	43	0	11
	Upper Cards Well Row -	Ditto - -	2	0	17
	Lower Cards Well Row -	Ditto - -	1	0	9
	Winterdown Coppice - -	Ditto - -	116	1	12
	Mougleys and Tinwood Coppice	Ditto - -	38	1	5
		A.	251	0	31
Thomas Attwood - -	Phillips Heath, Farm-house, Buildings, and Yards and Gardens.	- - -	0	3	29
	The Home Pasture - -	Pasture -	6	3	0
	Strip of Wood - - -	Wood - -	0	0	39
	White Lain Field - -	Arable - -	45	0	19
	Sandy Down Shot - -	Ditto - -	28	3	4
	Part of Forty Acres - -	Ditto - -	15	1	4
	Ditto - - -	Ditto - -	24	2	32
	Part of the Close Shot -	Ditto - -	34	1	34
	Ditto - - -	Ditto - -	14	3	33
	Part of Harely Hill - -	Ditto - -	26	2	7
	Ditto - - -	Ditto - -	19	1	35
	Peaked Piece - -	Ditto - -	32	0	31
	Hand Piece and Ten Acres -	Ditto - -	26	2	14
	Furze Lot - - -	Furze, &c. - -	8	3	31
	Part of Cow Down - -	Arable - -	18	2	9
	Windmill Hill - -	Ditto - -	15	0	16
	Part of Cow Down - -	Ditto - -	46	1	28
	Part of North Down - -	Pasture - -	13	2	35
	Part of North Down - -	Ditto - -	29	1	15
	New Broke Lands - -	Arable - -	17	1	34
	Part of North Down - -	Pasture - -	69	1	6
	Froglands Field - -	Arable - -	24	3	18
	Part of Frog Lands - -	Ditto - -	3	1	24
	Hedge Row - - -	Wood - -	0	1	14
	Cottage and Garden -	Homestead -	0	0	25
	Cottage and Garden -	Ditto - -	0	0	32
	Hedge Row - - -	Wood - -	0	3	21
	Lazylands Fields - -	Arable - -	57	0	32
	Hedge Row - - -	Wood - -	0	0	25
	Hedge Row - -	Ditto - -	1	1	30
	Ditto - - -	Ditto - -	0	3	21
	The Deer Park - -	Arable - -	23	2	0
	Hedge Row - - -	Wood - -	0	1	25

Tenants Names.	Tenements.	State.	Quantity. A.	R.	P.
Thomas Attwood	Part of Town Field	Arable	18	3	23
	Ditto	Ditto	20	2	36
	Ditto	Ditto	17	0	21
	Mereway	Wood	0	1	5
	Moody's Close	Pasture	1	3	12
	Eight Acres	Arable	6	0	25
	The Mansion Garden	Garden	0	2	24
	The Park	Pasture	68	3	7
	Twelve Acres	Arable	13	2	18
	Rye Grove	Ditto	13	3	18
	Part of the Hams	Ditto	14	1	1
	Ditto	Ditto	20	2	10
	Hedge Row	Wood	1	3	36
	Ditto	Ditto	2	1	31
	Ditto	Ditto	1	2	13
	Little Somborne House, Offices, and Pleasure Grounds.		1	0	1
	Hedge Row	Wood	0	2	7
	Part of Great Hall	Arable	18	2	22
	Ditto	Ditto	29	3	5
	Hedge Row	Wood	0	1	24
	Peaked Hall Field	Arable	18	3	26
	Hedge Rows	Wood	1	3	7
	Stockbridge Road Shot	Arable	74	1	28
	Home Field	Ditto	19	1	21
	Small Plantation on Waste	Plantation	0	0	28
	Potatoe House Close	Pasture	2	3	27
	Little Somborne Farmhouse, Building, Yards, and Gardens.		1	2	24
	Long Mead	Pasture	8	3	24
	Garden and Outhouse	Garden	0	0	14
	Plots of Garden Ground	Ditto	0	2	39
	Little Somborne Church and Burying Ground.		0	1	6
	Small Plantation	Plantation	0	0	27
	Plot of Garden Ground	Garden	0	0	3
	Ditto	Ditto	0	0	3
	Ditto	Ditto	0	0	11
	Ditto	Ditto	0	0	13
	Cottage, Stable, and Outhouse	Homestead	0	0	6
	Cottage and Part of Outhouse	Ditto	0	0	2
	Ditto	Ditto	0	0	3
	Plot of Garden Ground	Garden	1	0	3
	Coach Walk and Well Field	Arable	24	3	27
	Hedge Row	Wood	0	3	22
	Cresswell's Field	Arable	1	3	5
	Grant's Close	Pasture	5	1	3
	Public Roads and Waste Grounds.		14	0	7
		A.	1,039	0	0

	£	s.	d.
The Value of the Fee Simple of the Estate included in the First Part of the First Schedule to this Act is	19,194	16	8
Of the Timber and Underwood	4,865	13	7
	£24,060	10	3

PART SECOND.

Tenants Names.	Tenements.	State.	Quantity. A.	R.	P.
Henry Powell	Part of Boyatt Meadow	Water Meadow	0	2	36
	Part of Boyatt Meadow	Ditto	10	0	9
	Franklin's Field	Arable	7	0	8
	Green Close	Ditto	9	2	22
	Hedge Row in Green Close	Wood	0	3	30
	Church Paddock	Arable	3	3	31
	Church Paddock Coppice	Wood	1	3	29
	Long Broom's Field	Arable	12	0	22
	Great Field	Ditto	19	2	2
	Fourteen Acres	Ditto	12	1	31
	The Droveway	Pasture	0	3	36
	Part of Home Meadow	Ditto	1	3	9
	Part of Home Meadow	Ditto	1	2	35
	Boyatt Farm House, Buildings, Yards, and Gardens.		3	0	7
	Droveway from Boyatt Farm to Corner of Peverill's Coppice	Roadway	1	0	31
			0	1	23
	Part of Hill Close Field	Arable	9	1	3
	Part of Hill Close Field	Ditto	3	0	16
	Pond Close Gully	Wood	2	0	37
	Pond Close	Arable	8	2	6
	Hedge Row	Wood	0	3	17
	Six Acres	Arable	7	0	35
	Ten Acres	Ditto	13	2	35
	Furzey Mead Field	Ditto	13	1	0
	Hedge Row	Wood	2	3	18
	Hedge Row	Ditto	2	0	23
	Brick-kiln Row	Ditto	3	3	31
	Redlake Mead	Pasture	1	1	12
	Brick-kiln Close	Arable	9	2	32
	The Droveway to Turnpike	Roadway	0	2	14
	Cottage and Garden	Homestead	0	3	19
	Rough Ground	Pasture	11	2	25
	Gravel Pit	Wood, &c.	1	0	22
	Weston Lands	Arable	19	2	39
	Newland's Field	Ditto	9	0	36
	Newland's Row	Wood	1	0	1
	Newland's Row	Ditto	0	3	34
	Seymour's Land	Arable	12	0	15

Tenants Names.	Tenements.	State.	Quantity.		
			A.	R.	P.
Henry Powell - -	Seymour's Meadow - -	Pasture - -	1	3	2
	Great PondClose - -	Arable - -	14	3	3
	Six Acres - - -	Ditto - -	6	2	29
	Inner Eight Acres - -	Ditto - -	10	2	29
	Nine Acres - -	Ditto - -	10	0	7
	Outer Eight Acres - -	Ditto - -	14	0	0
		A.	280	3	21
Benjamin Scott - -	Withey Meadow - -	Water Meadow -	5	3	28
	Withey Meadow - -	Ditto - -	2	0	2
	Withey Meadow - -	Ditto - -	0	3	26
	Part of Three Acres -	Arable - -	1	2	12
	Part of Elson's Field -	Ditto - -	4	1	38
	Elson's Coppice - -	Wood - -	1	0	22
	Elson's Field - -	Arable - -	5	2	32
	Part of Three Acres -	Ditto - -	1	1	39
	Part of Nineteen Acres -	Ditto - -	11	3	37
	Twenty-two Acres - -	Ditto - -	22	1	7
	Peaked Broom - -	Ditto - -	31	2	27
	Twenty-four Acres - -	Ditto - -	25	1	6
	Fifteen Acres - -	Ditto - -	15	3	21
	Home Field - -	Ditto - -	18	0	34
	Little Eastley Droveway -	Roadway -	1	1	27
	Four Acres - -	Arable - -	5	0	9
	Winterfold Coppice -	Wood - -	14	3	4
	Long Close - - -	Arable - -	12	0	26
	Cottage and Garden - -	Homestead -	0	1	28
	Farm House, Buildings, Yards, and Gardens.	- - -	2	2	2
	Bushnell's Close - -	Arable - -	23	0	9
	Ten Acres - -	Meadow - -	9	2	22
	Stanford's Meadow -	Ditto - -	2	1	18
	Withey Bed - - -	Wood - -	0	2	3
		A.	220	1	39

	£	s.	d.
The Value of the Fee Simple of the Part of the Estate included in the Second Part of the First Schedule to this Act is -	14,160	7	6
Of the Timber and Underwood - - - - -	1,181	12	6
	£15,342	0	0

John Hayward.

The SECOND SCHEDULE referred to by this Act.

Tenants Names.	Tenements.	State.	Quantity. A.	R.	P.
The Hon. Mrs. Craven -	Manors or reputed Manors of Boveatt otherwise Boyatt, Great Eastley, and Little Eastley.				
	Brambridge House, Offices, Gardens, Ponds, Plantations, and Pleasure Grounds.	- - -	9	0	29
	The Lawn and Avenues -	Pastures - -	17	1	34
	The Park and Plantations -	Ditto - -	46	2	3
	Site of Cottage and Garden -	Ditto - -	0	0	16
	Stub's Coppice - -	Wood - -	9	1	33
	The Lodge and Garden -	Homestead -	0	0	29
	Waste adjoining Lodge -	Pasture - -	0	0	14
	Hog Acre Paddock - -	Ditto - -	1	1	11
	Warner's Close - -	Ditto - -	3	2	4
	Path and Shrubberies to Kitchen Garden.	- - -	0	3	23
	Brewhouse and drying Grounds	- - -	0	2	26
	Lawn Meadow - -	Pasture - -	2	3	28
	The Kitchen Garden -	Garden - -	3	1	30
	Otterbourne Common Meadow	Pasture - -	4	1	0
	The Island Plot - -	Sedge - -	0	0	35
	Priest's Meadow - -	Pasture - -	0	3	28
	South Meadow - -	Water Meadow -	2	0	8
			4	3	3
			2	1	28
	Part of Allbrook Meadow -	Meadow -	1	0	12
	Brick-kiln Ground - -	Pasture - -	2	0	11
	Barn and Stable - -	Homestead -	0	0	4
	Allbrook Paddock - -	Pasture - -	0	3	9
	Allbrook Coppice - -	Wood - -	1	0	10
	Clay Pit Grounds - -	Pasture - -	1	0	8
	Alder Gully - -	Wood - -	1	1	2
	Piece of Waste Ground -	Wood - -	0	0	23
	Broom Wood - -	Wood - -	34	0	27
	Cottage and Garden -	Homestead -	0	0	24
	Fern Hill Green and Waste -	Pasture and Wood	1	3	7
	Fern Hill Green - -	Pasture - -	0	1	2
	Cottage and Garden - -	Homestead -	0	0	29
	Part of Fern Hill Wood -	Wood - -	3	0	36
	Part of Fern Hill Wood -	Wood - -	0	2	30
	Fern Hill Wood - -	Wood - -	15	2	14
	Cottage and Garden -	Homestead -	0	1	6
	Peverel's Coppice - -	Wood - -	36	1	30
	Boyatt Wood - -	Wood - -	66	0	26
		A.	276	3	12

Tenants Names.	Tenements.	State.	Quantity.		
			A.	R.	P.
Richard Backhurst	Broom Hill Green	Pasture	0	3	16
	Cottage and Garden	Homestead	0	1	17
	Home Paddock	Orchard	1	1	35
		A.	2	2	28
John Coles	Cottage and Garden	Homestead	0	1	23
William Hooper	Cottage and Garden	Ditto	1	0	2
John Ewer	Coppice Paddock	Arable	3	0	19
	Withey Meadow	Water Meadow	1	3	5
	Withey Meadow	Ditto	19	2	6
	Snugg's Meadow	Meadow	1	2	19
	Bushnell's Field	Arable	36	3	22
	Great Eastley Farm-house, Buildings, Yards, and Gardens.		2	1	23
	The Orchard	Orchard	0	2	11
	Great Eastley Droveway	Roadway	0	2	6
	Chalkard Field	Arable	7	1	15
	Greenwood Coppice	Wood	11	1	27
	Poor's Fields	Arable	37	1	15
	Eighteen Acres	Ditto	20	0	18
	Thorngate's Field	Ditto	20	1	24
	Wood Field	Ditto	34	0	22
	Greenwood Field	Ditto	8	2	19
	Great Eastley Droveway	Roadway	0	2	26
	Orchard Close	Arable	9	3	19
	Thistley Field	Ditto	32	1	4
	Hampton Field	Ditto	31	0	21
	Honey Meadow	Meadow	2	3	39
		A.	282	3	0
William Parker	Cottage and Garden	Homestead	0	0	30
John Small and Richard Brazier.	Cottage and Garden	Ditto	0	0	36
Richard Soffe	Warner's Field	Arable	16	1	24
	Sour Mead	Pasture	3	2	5
	Shoulder of Mutton Piece	Ditto	1	1	25
	Highbridge House and Garden and Buildings, &c.		0	2	19
	Highbridge Field	Arable	7	3	32
	Hedge Row	Wood	0	2	6
	Dry Meadow	Meadow	1	2	3
	Mill House Mead	Water Ditto	5	2	22
	Marsh Meadow	Ditto	16	0	5
	Roadway to the Water	Meadows	0	1	2
	Eight Acres	Arable	8	2	24
	Four Acres	Ditto	4	0	6
	Six Acres	Ditto	6	0	12
	Part of Allbrook Meadow	Meadow	0	3	24
	Boyatt Meadow	Water Ditto	18	1	39
	Collins Mead	Meadow	2	1	26

Tenants Names.	Tenements.	State.	Quantity.		
			A.	R.	P.
Richard Soffe	Lower Redgrave	Arable	3	3	36
	Allbrook Mead	Meadow	1	2	18
	Cottage and Garden	Homestead	0	0	12
	Clay-pit Field	Arable	1	3	10
	Upper Redgrove Fields	Ditto	10	0	10
	Hedge Rows	Wood	1	0	22
	Eight Acres	Arable	9	1	4
	Ten Acres	Ditto	10	3	8
	Step Close	Ditto	12	2	16
	Corner Fields	Ditto	12	0	21
	Inner Woollenhayes	Ditto	4	2	30
	Outer Woollenhayes	Ditto	5	2	27
	Upper Woollenhayes	Ditto	4	1	14
	Woollenhayes Coppice	Wood	2	0	8
	Broom Hill Field	Arable	5	2	21
	The Orchard	Orchard	1	0	2
	Broom Hill Green	Pasture	1	1	12
	Street, Paddock	Arable	1	2	20
	Spring Close	Ditto	1	3	16
	Broom Hill Mead	Ditto	1	0	30
	Ham Coppice	Wood	4	2	36
	Rick Pen Coppice	Ditto	1	0	30
	Ham Farmhouse, Buildings, Yards, and Gardens.		1	1	27
	Home Close	Pasture	1	0	4
	Upper Hams	Arable	9	3	6
	Part of Lower Hams	Ditto	3	0	27
	Ditto	Ditto	1	1	21
	Ditto	Ditto	7	0	28
	Otterbourne Hill Field	Ditto	5	2	37
		A.	222	3	37
Michael Stratton	Priest's Meadow	Pasture	0	1	38
Caroline Vine	Wheeler's Mead	Meadow	1	0	26
	Wheeler's Mead	Pasture	1	1	8
	Wheeler's Coppice	Wood	1	0	39
	Wheeler's Paddock	Arable	1	1	14
	Wheeler's Great Paddock	Ditto	3	2	21
	Site (and Materials) of Cottage and Garden.		0	1	18
	Bell Paddock	Arable	2	0	10
		A.	11	0	16
James Wateridge	Allbrook Cottage, Building, and Garden.		0	1	0
William Young	Peaked Close	Arable	10	2	32
	Great Field	Ditto	18	3	7
	Round Close Coppice	Wood	4	2	20
	Nine Acres	Arable	8	2	2
	Hedge Row	Wood	4	0	15
	Long Row Meadow	Pasture	2	2	20
	Long Row Field	Arable	2	0	24
	Long Row Field	Ditto	2	2	28

Tenants Names.	Tenements.	State.	Quantity. A.	R.	P.
William Young - -	Hedge Row - - -	Wood - -	0	1	36
	Hedge Row - -	Ditto - -	1	1	23
	White's Close - -	Arable - -	8	0	2
	Cottages and Gardens - -	Homestead -	0	1	0
	Barn and Yard - -	Ditto -	0	0	20
	Hilly Field - - -	Arable - -	8	3	4
	Elm Field - - -	Ditto -	10	2	12
		A.	83	3	5
William Coffin - -	Cottage and Garden at Fern Hill.	- - -	0	3	2
Anne Godden - -	House and Garden, with Smith's Shop, &c.	- - -	0	1	37

	£	s.	d.
The Value of the Fee Simple of the Part of the Estate included in the Second Schedule to this Act is - - - -	34,222	11	3
Of the Timber and Underwood - - - -	5,181	4	0
	39,403	15	3

John Hayward.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1842.