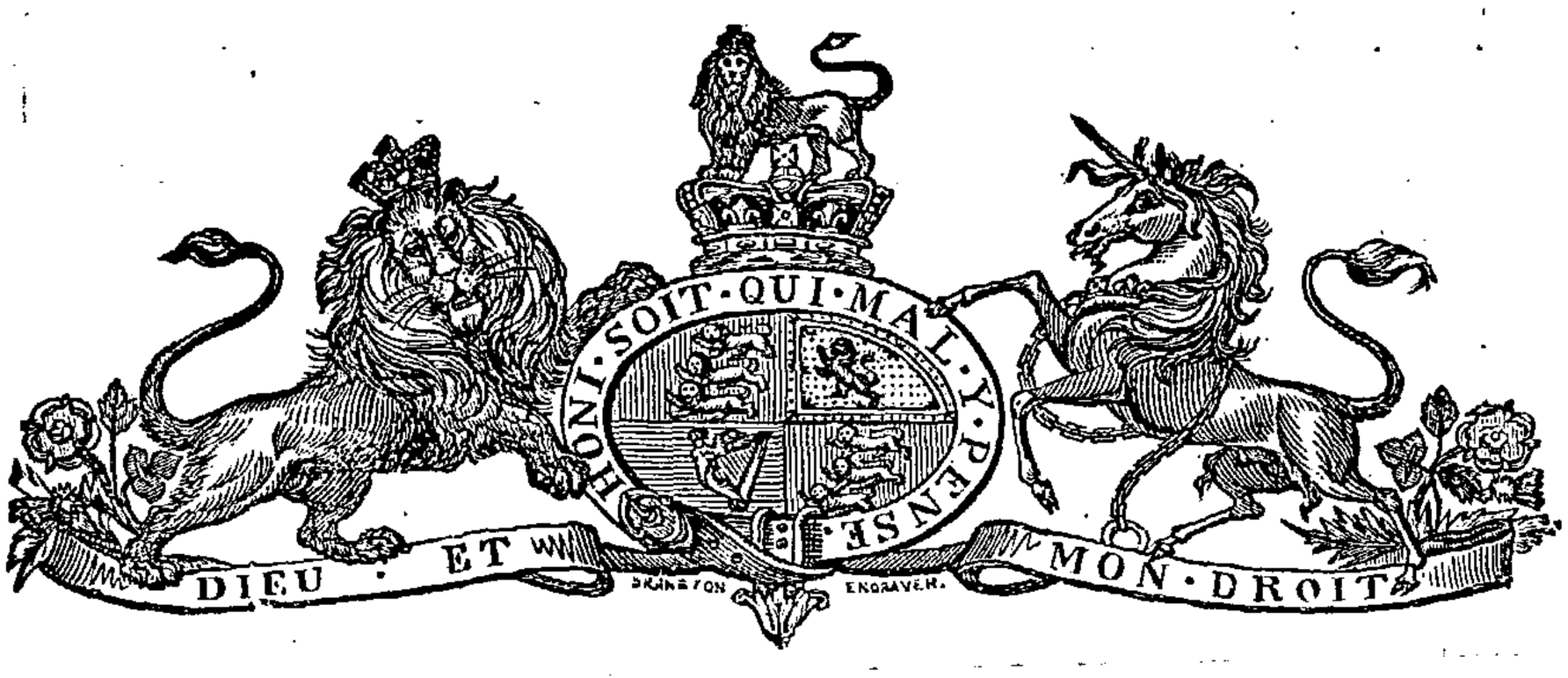


ANNO SEXTO & SEPTIMO

VICTORIÆ REGINÆ.

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Noel, Esquire, with Elizabeth Welman.

and therein described as *Charles Noel Noel* of *Catmose Lodge* in the County of *Rutland*, Esquire, of the Second Part; *Elizabeth Welman*, then and therein described as of *Poundisford Park* aforesaid, Spinster, the then only surviving Child of the said *Thomas Welman*, but since deceased, of the Third Part; and *Ambrose Serle* of *James Street, Westminster*, Esquire, *Edmund Trowbridge Halliday* of *Taunton* in the said County of *Somerset*, Esquire, *Malachi Blake* of *Taunton* aforesaid, Doctor of Medicine, the Reverend *Gerard Thomas Noel* of *Rainham* in the County of *Kent*, Clerk, *William Henry Hoare* of *Fleet Street, London*, Esquire, and *Edward Hartoppe Wigley* of *Dalby House* in the County of *Leicester*, Esquire, (Trustees of the Nomination of the said *Charles Noel* Earl of *Gainsborough* and *Elizabeth Welman*,) of the Fourth Part; and grounded, as to its Operation as a Release, on a certain usual Bargain and Sale for a Year made by Indenture bearing Date on or about the Twenty-sixth Day of *June* One thousand eight hundred and nine, as therein expressed; after reciting that by virtue of and under certain Indentures of Lease and Release, bearing Date respectively the Sixteenth and Seventeenth Days of *June* One thousand seven hundred and eighty-five, being a Settlement of Lands made previous to the Marriage of the said *Thomas Welman* with *Elizabeth* his then late deceased Wife, at the Time of their said Marriage *Elizabeth Locke* Spinster, the said *Thomas Welman* was seised for the Term of his Life of and in the several Closes and Parcels of Land and other Hereditaments therein-after described, and that by virtue of the same Indentures of Lease and Release, and also of a certain Deed of Appointment bearing Date the Twenty-fourth Day of *June* then instant, under the Hand and Seal of the said *Thomas Welman*, duly executed by him in the Presence of and attested by Two credible Witnesses, the said *Elizabeth Welman*, Party thereto, his Daughter, was seised of or entitled to the same Closes, Lands, and Hereditaments for an Estate of Inheritance in Fee Simple in Remainder immediately expectant on the Death of the said *Thomas Welman* the Father; and also reciting that a Marriage was agreed on and intended to be shortly had and solemnized by and between the said *Charles Noel* Earl of *Gainsborough* and *Elizabeth Welman*, Party thereto, and that upon the Treaty for the said then intended Marriage, and in consideration thereof, the said *Thomas Welman* had agreed to join the said *Elizabeth Welman* his Daughter in conveying and settling the Tenements and Hereditaments therein-after described, and all their respective Estates and Interests therein, to the Uses, upon the Trusts, and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations therein-after expressed, declared, and contained of and concerning the same; in pursuance of the said Agreement, and in consideration of the said then intended Marriage, and for other the Considerations therein expressed, the said *Thomas Welman* and *Elizabeth Welman*, Party thereto, (with the Privity, Consent, and Approbation of the said *Charles Noel* Earl of *Gainsborough*,) did (according to their respective Estates and Interests in the Premises) grant, bargain, sell, release, and confirm unto the said *Ambrose Serle*, *Edmund Trowbridge Halliday*, *Malachi Blake*, *Gerard Thomas Noel*, *William Henry Hoare*, and *Edward Hartoppe Wigley*, and to their Heirs, all those Closes

and Parcels of Land and Pasture, with the Appurtenances, then commonly called or known by the Name of *Higher Zerney*, containing in the whole by Estimation Three-and-twenty Acres or thereabouts (were the same more or less), together with the Barn thereupon erected and built, situate, lying, and being at *Zerney* within the Parish of *Trull* in the said County of *Somerset*, then formerly the Lands of *Valentine Gardner*, afterwards of *John Shewey*, thereafter of *John Locke*, but then in the Possession of the said *Thomas Welman* or his Tenants, with the Appurtenances, to hold the same unto the said *Ambrose Serle*, *Edmund Trowbridge Halliday*, *Malachi Blake*, *Gerard Thomas Noel*, *William Henry Hoare*, and *Edward Hartoppe Wigley*, their Heirs and Assigns, to the Uses, upon the Trusts, and to and for the several Ends, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Declarations, and Agreements therein-after expressed and declared and contained of and concerning the same; that is to say, to the Use of the said *Thomas Welman* and of the said *Elizabeth Welman*, Party thereto, and her Heirs, until the said then intended Marriage should be had and solemnized, according to their several and respective Estates and Interests therein immediately before the Execution of those Presents, and from and immediately after the Solemnization thereof to the Use of the said *Charles Noel* Earl of *Gainsborough* and his Assigns for and during the Term of his natural Life, without Impeachment of or for any manner of Waste; and from and after his Decease to the Use of the said *Elizabeth Welman*, Party thereto, and her Assigns, for and during the Term of her natural Life, without Impeachment of or for any manner of Waste; and from and after the Determination of the said several Estates so limited in Use to the said *Charles Noel* Earl of *Gainsborough* and *Elizabeth* his then intended Wife respectively, and their and each of their Assigns, by Forfeiture or otherwise, during the Lives or Life of the said *Charles Noel* Earl of *Gainsborough* and *Elizabeth* his then intended Wife, or the Survivor of them, to the Use of the said *Ambrose Serle*, *Edmund Trowbridge Halliday*, *Malachi Blake*, *Gerard Thomas Noel*, *William Henry Hoare*, and *Edward Hartoppe Wigley*, and their Heirs, during the Lives and Life of the said *Charles Noel* Earl of *Gainsborough* and *Elizabeth* his then intended Wife, and the Survivor of them, in Trust to support and preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion should require, but nevertheless to permit and suffer the said *Charles Noel* Earl of *Gainsborough* and his Assigns, for and during the Term of his natural Life, and from and immediately after his Decease the said *Elizabeth* his then intended Wife, and her Assigns, for and during the Term of her natural Life, and each and every of them, to receive and take the Rents, Issues, and Profits of the said Closes, Lands, Hereditaments, and Premises to and for their and each and every of their own Use and Benefit respectively; and from and immediately after the Decease of the Survivor of the said *Charles Noel* Earl of *Gainsborough* and *Elizabeth* his then intended Wife, to the Use of all and every or such One or more exclusively of the other or others of the Child or Children, or remoter Issue, of the said *Charles Noel* Earl of *Gainsborough* on the Body of the said *Elizabeth* his

his then intended Wife to be begotten, for such Estate or Estates, in such Parts and Proportions, Manner and Form, and charged or not charged with the Payment of any Sum or Sums of Money, annually or in gross, to the other or others of such Children or remoter Issue, or any of them, as the said *Charles Noel* Earl of *Gainsborough* and *Elizabeth* his then intended Wife from Time to Time, or at any Time or Times during their joint Lives, by any Deed or Deeds, Instrument or Instruments in Writing, (either with or without Power of Revocation or new Appointment), to be sealed and delivered by them both in the Presence of and attested by Two or more credible Witnesses, or as the Survivor of the said *Charles Noel* Earl of *Gainsborough* and *Elizabeth* his then intended Wife by any Deed or Deeds, Instrument or Instruments in Writing, (either with or without Power of Revocation or new Appointment,) to be sealed and delivered by him or her as aforesaid and to be attested as aforesaid, or by his or her last Will and Testament in Writing, or any Writing in the Nature of or purporting to be his or her last Will and Testament, or any Codicil or Codicils thereto, to be signed and published by him or her in the Presence of and attested by Three or more credible Witnesses, should grant, direct, limit, or appoint, give or devise the same or any Part or Parts thereof; and in default of such Grant, Direction, Limitation, Appointment, Gift, and Devise, or in case any such should be, as and when the Estate and Estates thereby limited should respectively end and determine, and as to such Part or Parts thereof concerning which no such Grant, Direction, Limitation, Appointment, Gift, or Devise should be made, to the Use and Behoof of the Second Son of the said *Charles Noel* Earl of *Gainsborough* on the Body of the said *Elizabeth* his then intended Wife to be begotten, and the Heirs Male of the Body of such Second Son lawfully issuing; and for default of such Issue, to the Use of the Third, Fourth, Fifth, Sixth, and all and every other succeeding Son and Sons of the said *Charles Noel* Earl of *Gainsborough* on the Body of the said *Elizabeth* his then intended Wife lawfully to be begotten, severally, successively, and in Remainder, one after another, in Order and Course as they respectively should be in Seniority of Age and Priority of Birth, and of the Heirs Male of the Body and Bodies of such Third and all and every other succeeding Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body being always to be preferred and take before the younger of them and the Heirs Male of his Body; and for default of such Issue, to the Use and Behoof of the First or only Son of the said then intended Marriage, and the Heirs Male of his Body lawfully issuing; and in default of all such Issue Male, to the Use and Behoof of all and every the Daughter and Daughters of the said *Charles Noel* Earl of *Gainsborough* on the Body of the said *Elizabeth* his then intended Wife to be begotten, to be equally divided between them, if more than One, Share and Share alike, as Tenants in Common, and not as Joint Tenants, and to the several and respective Heirs of the Body and Bodies of all and every such Daughter and Daughters lawfully issuing; and if any One or more such Daughter or Daughters should depart this Life without Issue of her or their Body or respective Bodies, then and in that Case, and so often as the same should happen, as well as to the

Share

Share or Shares thereby originally limited to the Daughter or Daughters who should so die, and whose Issue should so fail, as to the Share or Shares which should have survived to her or them or to her or their Issue, to the Use of all and every other the Daughter and Daughters of the said *Charles Noel* Earl of *Gainsborough* by the said *Elizabeth* his then intended Wife, and the Heirs of her and their Body and respective Bodies issuing, and to be divided between or among such last-mentioned Daughters, if more than One, in equal Shares; and if all the said Daughters save One should die without Issue, or there should be but One such Daughter, to the Use of such One or only Daughter and the Heirs of her Body issuing; and for default of all such Issue, to the Use of such Person or Persons, for such Estate or Estates, upon such Trusts, and to and for such Intents and Purposes, and in such Parts and Proportions, Manner and Form, as the said *Elizabeth Welman*, Party thereto, from Time to Time, or at any Time or Times during her Life, (notwithstanding her Coverture, and whether she should be sole or married,) by any Deed or Deeds, Instrument or Instruments in Writing, (either with or without Power of Revocation,) to be sealed and delivered by her in the Presence of and attested by Two or more credible Witnesses, or by her last Will and Testament in Writing, or any Writing in the Nature of or purporting to be her last Will and Testament, or any Codicil or Codicils thereto, to be signed and published by her in the Presence of and attested by Three or more credible Witnesses, should direct, limit, or appoint, give or devise the same, or any Part or Parts thereof; and in default of such Direction, Limitation, Appointment, Gift, and Devise, and as to such Part or Parts thereof concerning which no such Direction, Limitation, or Appointment, Gift or Devise, should be made, or, if any there should be, as and when the Estate and Estates thereby limited should respectively end and determine, to the Use of the right Heirs of the said *Elizabeth Welman*, Party thereto, for ever, and to and for no other Use, End, Intent, or Purpose whatsoever; and in the same Indenture of Release and Settlement were expressed and contained certain Powers, Provisoes, Declarations, and Agreements, and certain Covenants by the said *Thomas Welman* respectively relating to and concerning the said Freehold Estate thereby settled or intended so to be, as therein respectively appearing: And whereas by a certain Indenture of Covenant to surrender, Release and Settlement, bearing Date on or about the same Twenty-seventh Day of *June* One thousand eight hundred and nine, and made or expressed to be made between the said *Thomas Welman* of the First Part, the said *Elizabeth Welman* his Daughter, by her said then Name and Description, of the Second Part, the said *Charles Noel* Earl of *Gainsborough*, by his said then Name and Description, of the Third Part, and the said *Edmund Trowbridge Halliday*, *John Buncombe* of *Bishop's Hull* in the said County of *Somerset*, Gentleman, *Robert Buncombe* of *Trull* aforesaid, Gentleman, *William Buncombe* of *Duddleston* within the said Parish of *Pitminster*, Gentleman, and *William Buncombe* the younger, Gentleman, (Son of the said *William Buncombe*,) of the Fourth Part, it was recited that in and by certain Articles of Agreement and Covenants of Four Parts, indented, bearing Date on or about the Seventeenth Day of *June* One thousand seven hundred and eighty-five, and

Settlement of 27th June 1809, made on the Marriage of Charles Noel Earl of Gainsborough, then Charles Noel Noel, Esquire, with Elizabeth Welman.

and made or expressed to be made between the said *John Locke* of the First Part, the said *Elizabeth Locke* his Daughter of the Second Part, the said *Thomas Welman* of the Third Part, and the said *Edmund Trowbridge Halliday*, then of *Yard House* within the Parish of *Taunton Saint James* in the said County of *Somerset*, the said *John Buncombe*, *Robert Buncombe*, *William Buncombe*, and *William Buncombe* the younger, of the Fourth Part, reciting that the said *John Locke* then was and stood lawfully and absolutely seised, to or to the Use of him, his Heirs and Assigns for ever, according to the Custom of the Manor of *Taunton* and *Taunton Deane*, therein called the Manor of *Taunton Deane*, in the said County of *Somerset*, of and in One Messuage and One Half Yard Land of Bondland in the Tithing of *South Fulford*, theretofore of *Agnes Parker*, afterwards of *John Reed*, and then late of *George Locke* Gentleman, the then late deceased Father of the said *John Locke*; and also One other Messuage and One Farthingland of Bondland in the Tithing of *Leigh*, theretofore of *Ann Sparke*, afterwards of *Arthur Thorne*, and then late of the said *George Locke* Gentleman, deceased; and also One Acre of Land of Overland called *Broad Yeate*, and One Acre of Land of Overland called *Martin's Acre*, in the said Tithing of *South Fulford*; and also Four Acres of Land of Overland at *Waishbeare* in the aforesaid Tithing of *Leigh*; and also One Acre and Half of Land of Overland called *Hookhayes* in the Tithing of *Pitminster*; and also Two Acres of Meadow of Overland called *Hookhayes Mead* in the Tithing of *Pitminster*, theretofore of *Elizabeth Keene*, afterwards of *Charles Pyne*, and then late of the aforesaid *George Locke* Gentleman, deceased; and also Two Acres of Land of Overland called *Hookhay* in the said Tithing of *Pitminster*, theretofore of *John Mark* deceased, afterwards of *Mary Mark*, and then late of the said *George Locke* deceased; and also Two Acres of Land of Overland called *Huck's Mead* otherwise *Hookey Mead* in the said Tithing of *Pitminster*, theretofore of *John Dommett*, afterwards of *Gabriel Thomas*, and then late of the aforesaid *George Locke* deceased; and also One other Messuage and Half Yard of Land of Bondland called *Naysham* in the said Tithing of *South Fulford*, theretofore of *Grace Ford*, afterwards of *John Ford*, and then late of the aforesaid *George Locke* deceased; and also One Close of Meadow of Bondland called *Justinhay*, containing by Estimation Two Acres (were the same more or less), Parcel of a Messuage and Five Acre Tenement of Bondland, which was theretofore Part or Parcel of One Messuage, and One Farthingland of Bondland, Seven Daynes of Land, and One Toft, with a Courtilage, in the aforesaid Tithing of *Leigh*, theretofore of *Nathaniel Pitts*, afterwards of *William Haskins*, and then late of the aforesaid *George Locke* deceased; and also Half an Acre of Land by Estimation called *Brittle's Acre* (Parcel of One Messuage and One Farthingland of Bondland called *Sprayne*) in the said Tithing of *South Fulford*, theretofore of *Richard Blake*, afterwards of *Thomas Buncombe*, and then late of the said *George Locke* deceased; and also One other Messuage and One Half Yard Land of Bondland, and One Mess and One Farthingland of Bondland, in the said Tithing of *Leigh*; and also certain Parcels of Land of Bondland under the Name of One Farthingland of Bondland, containing by Estimation Twenty Acres (more or less), whereof One Close was

therein expressed to be called *the Plott*, One Close called *Four Acres*, One Close called *Six Acres*, One Close called *Withy Mead*, One Close called *Two Acres*, and One Meadow called *Wood Mead*, in the said Tithing of *South Fulford*, Parcel of One Messuage and One Half Yard Land of Bondland in the said last-mentioned Tithing; and also One other Messuage and One Farthingland of Bondland, Seven Daynes of Land, and One Toft, with a Courtilage, and also Four Acres of Land of Overland called *Wakesland*, and One Acre of Land of Overland called *Badis Mead*, in the aforesaid Tithing of *Leigh*, theretofore of *William Haskins* deceased, afterwards of *Jane Haskins* Widow, deceased, and then late of *John Coleman*; all which said several Messuages, Lands, and Premises were therein expressed to be situate, lying, and being within the Hundred of *Poundisford* in the said County of *Somerset*, and to be Parcels of the aforesaid Customary Manor of *Taunton Deane* in the said County; and also all those Two Acres of Coppice bounded on the South and West with the Lands then late of *Henry Gale* Esquire, deceased, on the North with a Coppice then late of *William Woodall* deceased, and on the East with the Land then late of the said *George Locke* Gentleman, deceased, theretofore of *John Ford* (Parcel of One Messuage and One Farthingland of Bondland in the Tithing of *Woodland*), theretofore of *John Dornan*, afterwards of *William Dare*, and then late of the aforesaid *George Locke* Gentleman, deceased; and also all those Two Acres of Arable Land and One Acre of Coppice, bounded on the East by the Lands then late of the said *George Locke*, and then of the said *John Locke*, on the West and North by the Lands then late of *Henry Proctor Gale* Esquire (Parcel of One Messuage and One Half Yard Land of Bondland in the Tithing of *Woodland*); and also One Acre of Coppice, bounded on the South and East by the Lands then late of the said *George Locke* deceased, and then of the said *John Locke*, on the West by the Lands then late of the said *Henry Procter Gale* Esquire, Parcel of Eight Acres of Bondland commonly called *Garnsey*, in the said Tithing of *Woodland*, (Parcel of One Messuage and One Farthingland in the same Tithing,) theretofore of *William Blake*, afterwards of *Thomas Blake* deceased, and then late of *William Blake* Gentleman, Brother of the said *Thomas Blake*; all which said last-mentioned Lands and Premises were therein expressed to be situate, lying, and being within the Hundred of *Holay* in the said County of *Somerset*, and to be also Parcels of the said Customary Manor of *Taunton Deane*; and also reciting, that a Marriage was then agreed on and soon intended to be had and solemnized by and between the said *Thomas Welman* and *Elizabeth Locke*; and further reciting, that on the Treaty of the said Marriage it was, amongst other things, proposed and agreed upon by and between the said Parties to the said Articles of Agreement then in recital, that all and singular the said several Messuages, Lands, and Premises therein-before particularly mentioned and described should, upon the Solemnization of the said then intended Marriage, be surrendered by the said *John Locke* into the Hands of the then Lord of the said Manor of *Taunton Deane*, to the Use and Behoof of the said *Edmund Trowbridge Halliday*, *John Buncombe*, *Robert Buncombe*, *William Buncombe*, and *William Buncombe* the younger, their Heirs and Assigns for ever, according to the Custom

of

of the same Manor, upon the Conditions and Trusts, and upon the several Uses, Ends, Intents, and Purposes, and under and subject to the several Provisoes and Agreements in the said Articles of Agreement then in recital after mentioned and expressed; and in the said Indenture of Covenant to surrender, Release and Settlement, now in recital, after in part recited, it was by the said Articles of Agreement then in recital witnessed, that in consideration of the said then intended Marriage, and for the other Considerations and Purposes therein expressed, it was concluded and mutually agreed upon by and between the said Parties to the said Articles of Agreement then in recital, and the said *John Locke*, for himself, his Heirs, Executors, and Administrators, and for every of them, did covenant, promise, grant, and agree to and with the said *Edmund Trowbridge Halliday*, *John Buncombe*, *Robert Buncombe*, *William Buncombe*, and *William Buncombe* the younger, their Heirs and Assigns, according to the Custom of the Manor aforesaid, that the said *John Locke*, his Heirs or Assigns, should and would, at the Costs and Charges of the said *Thomas Welman*, his Heirs, Executors, or Administrators, immediately upon and after the Solemnization of the said then intended Marriage, surrender into the Hands of the then Lord of the said Manor, or otherwise well and sufficiently convey and assure, according to the Custom of the said Manor of *Taunton Deane*, the said several Messuages, Tenements, Lands, and Premises, with their respective Rights, Members, and Appurtenances, and all and singular other the Premises in the said Articles of Agreement then in recital particularly mentioned and described, to the Use and Behoof of the said *Edmund Trowbridge Halliday*, *John Buncombe*, *Robert Buncombe*, *William Buncombe*, and *William Buncombe* the younger, their Heirs and Assigns for ever, according to the Custom of the said Manor, which Surrenders and Assurances, when made, should be held and enjoyed upon and operate and enure to the several Trusts and Conditions, and to and for the several Uses, Ends, Intents, and Purposes, and under and subject to the several Limitations, Powers, Authorities, Provisoes, and Agreements in the said Articles of Agreement then in recital after mentioned, expressed, and declared, and in the said Indenture of Covenant to surrender, Release and Settlement, now in recital, after in part recited of and concerning the same, and to and for no other Use, Trust, Intent, or Purpose whatsoever; (that is to say,) upon Trust and Condition, nevertheless, that the said *Edmund Trowbridge Halliday*, *John Buncombe*, *Robert Buncombe*, *William Buncombe*, and *William Buncombe* the younger, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, did and should permit and suffer the said *John Locke* and his Assigns to have, hold, and enjoy all and singular the said several Messuages, Tenements, Lands, and Premises, with their respective Rights, Members, and Appurtenances, and the Rents, Issues, and Profits thereof and of every Part thereof, to have, receive, and take to his and their own Use and Benefit, for and during the Term of the natural Life of the said *John Locke*, without Impeachment of or for any manner of Waste, he rendering therefore all Rents, Reparations, Suits, and Services due and payable and to grow due and payable for and in respect of the said Premises during the said Term; and upon this further Trust, Condition, and Confidence, that from

and

and immediately after the Death of the said *John Locke* the said *Edmund Trowbridge Halliday*, *John Buncombe*, *Robert Buncombe*, *William Buncombe*, and *William Buncombe* the younger, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, did and should permit and suffer the said *Thomas Welman* and his Assigns to have, hold, and enjoy all and singular the said several Messuages, Tenements, Lands, and Premises, with their respective Rights, Members, and Appurtenances, and the Rents, Issues, and Profits thereof and of every Part thereof to have, receive, and take to his and their own Use and Benefit for and during the Term of the natural Life of the said *Thomas Welman*, he rendering therefore all Rents, Reparations, Suits, and Services due and payable and to grow due and payable for and in respect of the said Premises during the said last-mentioned Term; and upon this further Trust, Condition, and Confidence, that from and immediately after the several Deaths of the said *John Locke* and *Thomas Welman* (in case the said *Elizabeth Locke* should be then living), then that the said *Edmund Trowbridge Halliday*, *John Buncombe*, *Robert Buncombe*, *William Buncombe*, and *William Buncombe* the younger, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, did and should permit and suffer the said *Elizabeth Locke* and her Assigns to have, hold, and enjoy all and singular the said several Messuages, Tenements, Lands, and Premises, with their respective Rights, Members, and Appurtenances, and the Rents, Issues, and Profits thereof and of every Part thereof to have, receive, and take to her and their own Use and Benefit for and during the Term of her natural Life, without Impeachment of or for any manner of Waste, she rendering therefore all Rents, Reparations, Suits, and Services due and payable and to grow due and payable for and in respect of the said Premises during the said Term; and upon this further Condition, special Trust, and Confidence, that upon and after the several Deaths of the said *John Locke*, *Thomas Welman*, and *Elizabeth Locke* his then intended Wife, and after the Death of the Survivor of them, the said *Edmund Trowbridge Halliday*, *John Buncombe*, *Robert Buncombe*, *William Buncombe*, and *William Buncombe* the younger, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, did and should surrender into the Hands of the Lord of the Manor aforesaid for the Time being all and singular the said Messuages, Tenements, Lands, and Premises, with their respective Rights, Members, and Appurtenances, to the Use and Behoof of all and every or such One or more of the Child or Children of the Body of the said *Thomas Welman* on the Body of the said *Elizabeth Locke* lawfully to be begotten, for such Estate or Estates, and in such Manner, Form, and Proportion, and charged or not charged with the Payment thereout of such Sum or Sums of Money unto all, any, or either of the Child or Children of the Body of the said *Thomas Welman* on the Body of the said *Elizabeth Locke* lawfully to be begotten, and with and under such Restrictions, Limitations, and Powers, and with or without Power of Revocation, as the said *Thomas Welman* and *Elizabeth* his then intended Wife, during their joint Lives, by any their joint Deed or Deeds, Writing or Writings, under both their Hands and Seals, to be executed in the Presence of and attested by Two or more credible Witnesses,

Witnesses, and in default of such joint Deed or Deeds, Writing or Writings, as the Survivor of them the said *Thomas Welman* and *Elizabeth* his then intended Wife, by any his or her Deed or Deeds, Writing or Writings, to be executed and attested as aforesaid, or by his or her last Will and Testament in Writing, or any other Writing purporting to be or intended as such last Will and Testament, to be by him or her signed, sealed, published, and declared as in the said Articles of Agreement then in recital expressed, should give, devise, bequeath, order, direct, or appoint the same or any Part or Parts thereof, and for Want thereof upon certain other Trusts therein expressed; and by the said Indenture of Covenant to surrender, Release and Settlement, now in recital, it was also recited, that in and by a certain Deed Poll or Instrument in Writing under the Hand and Seal of the said *Thomas Welman*, duly executed by him in the Presence of and attested by Two credible Witnesses, bearing Date on or about the Twenty-sixth Day of *June* One thousand eight hundred and nine, reciting as was in the said Indenture of Covenant to surrender, Release and Settlement, now in recital, before recited; and also reciting, that soon after the Date and Execution of the said in part recited Articles of Agreement the said intended Marriage between the said *Thomas Welman* and *Elizabeth Locke* took effect, and that there was Issue of the said Marriage then living only a Daughter, namely, the said *Elizabeth Welman* Spinster, who had attained the Age of Twenty-one Years; and also reciting, that the said Messuages, Tenements, Lands, Hereditaments, and Premises were, after the Solemnization of the said Marriage between the said *Thomas Welman* and *Elizabeth Locke*, duly surrendered by the said *John Locke* unto the said Trustees named in the said in part recited Articles of Agreement, in pursuance of his said Covenant therein contained; and also reciting, that the said *John Locke* had some Time then since departed this Life, and that the said *Elizabeth* the Wife of the said *Thomas Welman* had also departed this Life, leaving the said *Thomas Welman* her surviving, and without having joined him in making any Appointment or Disposition of the aforesaid Messuages, Tenements, Lands, and Hereditaments, or any Part thereof; the said *Thomas Welman*, in pursuance and virtue of the Power and Authority in him vested and reposed in and by the said Articles of Agreement, and in execution thereof, did, in and by the said Deed Poll or Instrument in Writing then in recital, direct, limit, and appoint all and singular the Messuages, Tenements, Lands, Hereditaments, and Premises therein and in the said Indenture of Covenant to surrender, Release and Settlement, now in recital, before described, and all other the Tenements and Hereditaments comprised or intended to be comprised in the said in part recited Articles of Agreement, with their and every of their Rights, Members, and Appurtenances, from and after the Decease of the said *Thomas Welman*, unto and to the Use of the said *Elizabeth Welman* his Daughter, her Heirs and Assigns for ever; and in the said Indenture of Covenant to surrender, Release and Settlement, now in recital, it was also recited, that the said *Thomas Welman* was then lawfully and absolutely seised unto and to the Use of him, his Heirs and Assigns for ever, according to the Custom of the said Manor of *Taunton Deane*, of and in One undivided Moiety of an Estate called *Cutlifts*, comprising

prising a Messuage and divers Tenements, Lands, and Hereditaments, containing in the whole by Estimation about One hundred and forty-three Acres (were the same more or less), Parcel of the Manor of *Taunton Deane* aforesaid, and that the said *Elizabeth Welman*, Party thereto, by virtue of and under the last Will and Testament of her deceased Grandfather the said *John Locke*, or otherwise, was lawfully and absolutely seised, unto and to the Use of her, her Heirs and Assigns for ever, according to the Custom of the said Manor of *Taunton Deane*, of and in the other or remaining undivided Moiety of the said Estate called *Cutlifts*; and in the said Indenture of Covenant to surrender, Release and Settlement, now in recital, it was also recited, that a Marriage was then agreed upon and intended shortly to be had and solemnized by and between the said *Charles Noel* Earl of *Gainsborough* and *Elizabeth Welman*, Party thereto, and that upon the Treaty for the said then intended Marriage, and in consideration thereof, it had been agreed, by and between the said Parties to those Presents, and more especially by and between the said *Thomas Welman*, *Charles Noel* Earl of *Gainsborough*, and *Elizabeth Welman*, Party thereto, that the said several Messuages, Tenements, Hereditaments, and Premises comprised in the said in part recited Articles of Agreement and Deed of Appointment should remain vested in the said *Edmund Trowbridge Halliday*, *John Buncombe*, *Robert Buncombe*, *William Buncombe*, and *William Buncombe* the younger, and that the said Estate called *Cutlifts* should be surrendered unto them and their Heirs, to the Uses, upon the Trusts, and for the Intents and Purposes therein-after expressed and declared concerning the same; in pursuance of the said Agreement, and in consideration of the said then intended Marriage, and for other the Consideration therein expressed, and also for limiting and assuring the said several Messuages, Tenements, Lands, and Hereditaments first therein-before described to the Uses, upon the Trusts, and for the Intents and Purposes therein-after expressed and contained concerning the same, it was by the said Indenture of Covenant to surrender, Release and Settlement, now in recital, expressly declared and agreed, by and between all the said Parties to those Presents, and more especially by and between the said *Thomas Welman*, *Elizabeth Welman*, Party thereto, and *Charles Noel* Earl of *Gainsborough*, and from and after the Solemnization of the said then intended Marriage the said *Edmund Trowbridge Halliday*, *John Buncombe*, *Robert Buncombe*, *William Buncombe*, and *William Buncombe* the younger, their Heirs and Assigns, should stand and be possessed of and interested in the aforesaid Messuages, Tenements, Lands, and Hereditaments comprised in the said in part recited Articles of Agreement and Deed of Appointment, or either of them, according to the Custom of the said Manor of *Taunton Deane*, upon the several Trusts, Intents, and Purposes, and with, under, and subject to the several Conditions, Limitations, Powers, Provisoes, and Agreements therein-after expressed and declared concerning the same; (that is to say,) upon Trust, Condition, and Confidence that the said *Edmund Trowbridge Halliday*, *John Buncombe*, *Robert Buncombe*, *William Buncombe*, and *William Buncombe* the younger, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, did and should permit and suffer the said *Charles Noel*

Earl

Earl of *Gainsborough* and his Assigns to have, hold, and enjoy all and singular the said several Messuages, Tenements, Lands, and Hereditaments comprised in the said in part recited Articles of Agreement and Deed of Appointment, or either of them, with their respective Rights, Members, and Appurtenances, and to have, receive, and take the Rents, Issues, and Profits thereof and of every Part thereof to his and their own Use and Benefit, for and during the Term of the natural Life of the said *Charles Noel* Earl of *Gainsborough*, without Impeachment of or for any manner of Waste, he rendering therefore all Rents, Reparations, Suits, and Services due and payable and to grow due and payable for and in respect of the same Premises during the said Term; and upon this further Trust, Condition, and Confidence, that from and immediately after the Death of the said *Charles Noel* Earl of *Gainsborough* the said *Edmund Trowbridge Halliday*, *John Buncombe*, *Robert Buncombe*, *William Buncombe*, and *William Buncombe* the younger, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, did and should permit and suffer the said *Elizabeth Welman*, Party thereto, and her Assigns, to have, hold, and enjoy all and singular the said several Messuages, Tenements, Lands, and Hereditaments comprised in the said therein-before in part recited Articles of Agreement and Deed of Appointment, or either of them, with their respective Rights, Members, and Appurtenances, and to have, receive, and take the Rents, Issues, and Profits thereof and of every Part thereof to her and their own Use and Benefit, for and during the Term of the natural Life of the said *Elizabeth Welman*, Party thereto, without Impeachment of or for any manner of Waste, she rendering therefore all Rents, Reparations, Suits, and Services due and payable and to grow due and payable for and in respect of the same Premises during the said Term; and upon this further Trust, Condition, and Confidence, that upon and after the Decease of the Survivor of the said *Charles Noel* Earl of *Gainsborough* and *Elizabeth Welman* his then intended Wife, the said *Edmund Trowbridge Halliday*, *John Buncombe*, *Robert Buncombe*, *William Buncombe*, and *William Buncombe* the younger, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, did and should stand and be possessed of and interested in the said Messuages or Tenements, Lands and Hereditaments, with their respective Rights, Members, and Appurtenances, in Trust for all and every or such One or more exclusively of the other or others of the Child or Children, or remoter Issue, of the said *Charles Noel* Earl of *Gainsborough*, on the Body of the said *Elizabeth Welman* his then intended Wife to be begotten, for such Estate or Estates, in such Parts, Shares, and Proportions, Manner and Form, and charged or not charged with the Payment of any Sum or Sums of Money annually or in gross to the other or others of such Children or remoter Issue, or any of them, as the said *Charles Noel* Earl of *Gainsborough* and *Elizabeth Welman* his then intended Wife from Time to Time, or at any Time or Times during their joint Lives, by any Deed or Deeds, Instrument or Instruments in Writing, (either with or without Power of Revocation,) to be sealed and delivered by them both in the Presence of and attested by Two or more credible Witnesses, or as the Survivor of the said *Charles Noel* Earl of *Gains-*

borough and *Elizabeth Welman* his then intended Wife, by any Deed or Deeds, Instrument or Instruments in Writing, to be sealed and delivered by him or her as aforesaid, and to be attested as aforesaid, or by his or her last Will and Testament in Writing, or any Writing in the Nature of or purporting to be his or her last Will and Testament, or any Codicil or Codicils thereto, to be signed and published by him or her in the Presence of and attested by Three or more credible Witnesses, should grant, direct, limit, or appoint, give or devise the same or any Part or Parts thereof; and in default of such Grant, Direction, Limitation, Appointment, Gift, and Devise, or in case any such should be, as and when the Estate and Estates thereby limited should respectively end and determine, and as to such Part or Parts thereof concerning which no such Grant, Direction, Limitation, Appointment, Gift, or Devise should be made, in Trust for the Second Son of the said *Charles Noel* Earl of *Gainsborough* on the Body of the said *Elizabeth Welman* his then intended Wife to be begotten, and the Heirs Male of the Body of such Second Son lawfully issuing; and for default of such Issue, in Trust for the Third, Fourth, Fifth, Sixth, and all and every other succeeding Son and Sons of the said *Charles Noel* Earl of *Gainsborough* on the Body of the said *Elizabeth Welman* his then intended Wife lawfully to be begotten, severally, successively, and in Remainder one after another, in Order and Course as they respectively should be in Seniority of Age and Priority of Birth, and of the Heirs Male of the Body and Bodies of such Third and all and every other succeeding Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body being always to be preferred and take before the younger of them and the Heirs Male of his Body; but in case there should be but an only Son of the said *Charles Noel* Earl of *Gainsborough* on the Body of the said *Elizabeth Welman* his then intended Wife to be begotten, then in Trust for the First or only Son of the said then intended Marriage, and the Heirs Male of his Body lawfully issuing; and in default of all such Issue Male, in Trust for all and every the Daughter and Daughters of the said *Charles Noel* Earl of *Gainsborough* on the Body of the said *Elizabeth Welman* his then intended Wife to be begotten, to be equally divided between them, if more than One, Share and Share alike, as Tenants in Common, and not as Joint Tenants, and of the several and respective Heirs of the Body and Bodies of all and every such Daughter and Daughters lawfully issuing; and if any One or more such Daughter or Daughters should depart this Life without Issue of her or their Body or respective Bodies, then and in that Case, and so often as the same should happen, as well as to the original Share or Shares of such Daughter or Daughters who should so die, and whose Issue should so fail, as to the Share or Shares which should have survived to her or them, or to her or their Issue, in Trust for all and every other the Daughters and Daughter of the said *Charles Noel* Earl of *Gainsborough* by the said *Elizabeth* his then intended Wife, and the Heirs of her and their Body and respective Bodies issuing, in equal Shares, if more than One; and if all the said Daughters save One should die without Issue, or there should be but One such Daughter, in Trust for such One or only Daughter and the Heirs of her Body issuing; and for default of all

such Issue, in Trust for such Person or Persons, for such Estate or Estates, upon such Trusts, and to and for such Intents and Purposes, and in such Parts and Proportions, Manner and Form, as the said *Elizabeth Welman* Party thereto, from Time to Time or at any Time or Times during her Life (notwithstanding her Coverture, and whether she should be sole or married), by any Deed or Deeds, Instrument or Instruments in Writing, (either with or without Power of Revocation,) to be sealed and delivered by her in the Presence of and attested by Two or more credible Witnesses, or by her last Will and Testament in Writing, or any Writing in the Nature of or purporting to be her last Will and Testament, or any Codicil or Codicils thereto, to be signed and published by her in the Presence of and attested by Three or more credible Witnesses, should direct, limit, or appoint, give or devise the same, or any Part or Parts thereof; and in default of such Direction, Limitation, Appointment, Gift, and Devise, and as to such Part or Parts thereof concerning which no such Direction, Limitation, Appointment, Gift, or Devise should be made, or, if any there should be, as and when the Estate and Estates thereby limited should respectively end and determine, in Trust for the right Heirs of the said *Elizabeth Welman*, Party thereto, for ever, and to and for no other Use, End, Intent, or Purpose whatsoever; and in further pursuance of the said Agreement, and in consideration of the said then intended Marriage, and of the natural Love and Affection which the said *Thomas Welman* had and bore to the said *Elizabeth Welman* his only Child, and for settling and assuring the said *Thomas Welman*'s undivided Moiety of and in the said Messuages, Tenements, and Lands called *Cutlifts* to the Uses, upon the Trusts, and for the Intents and Purposes hereinafter expressed, declared, or referred to concerning the same, and for the nominal Consideration therein expressed, it was by the said Indenture of Covenant to surrender, Release and Settlement, now in recital, concluded and mutually agreed by and between all the said Parties to those Presents, and more especially by and between the said *Thomas Welman* and *Elizabeth Welman*, Party thereto, and *Charles Noel* Earl of *Gainsborough*, and the said *Thomas Welman*, for himself, his Heirs, Executors, and Administrators, did thereby covenant, promise, and agree to and with the said *Edmund Trowbridge Halliday*, *John Buncombe*, *Robert Buncombe*, *William Buncombe*, and *William Buncombe* the younger, their Heirs and Assigns, that the said *Thomas Welman* or his Heirs should and would, immediately after the Solemnization of the said then intended Marriage, surrender into the Hands of the Lord of the said Manor, or otherwise well and sufficiently convey and assure according to the Custom of the said Manor of *Taunton Deane*, all the said *Thomas Welman*'s undivided Moiety of and in the said Messuages, Tenements, Lands, Hereditaments, and Premises called *Cutlifts*, with their respective Rights, Members, and Appurtenances, by the Description following; (that is to say,) One Messuage and Two Half Yard Lands of Bondland in the Tithing of *Galminton*, and One Messuage and One Yard Land of Bondland at *Splott* in the said Tithing, and One Messuage and One Half Yard Land of Bondland called *Cutliff* in the said Tithing; and One Close of Land of Overland by Exchange,

called

called *Blakebrooks*, containing by Estimation One Acre, then late Parcel of One Messuage and One Half Yard Land of Bondland in the Tithing of *Stoke*; and Two Acres of Land of Overland lying near *Fullands*, then commonly called *Blakebrooks*, as then exchanged, in the said Tithing of *Stoke*; and One Close of Land of Bondland called *Backlands*, containing by Estimation Four Acres; One Close called the *Higher Three Acres*, containing Three Acres; Four Acres of Land of Bondland called *Middle Four Acres*, containing by Estimation Four Acres; and One Close of Meadow called *Little Mead*, containing by Estimation Two Acres (were the same more or less), in the said Tithing of *Galmington*, under the Name of One Farthingland of Bondland, then late Parcel of One Messuage and One Half Yard Land of Bondland in the said Tithing of *Galmington*; and Five Acres of Land of Overland called *Somerleaze* otherwise *Mead Land* in the same Tithing; and One Messuage and One Farthingland of Bondland in the Tithing of *Duddlestone*, theretofore of *Simon Welman*, formerly of *Wilton*, afterwards of *Simon Welman* of *Yard* within the Parish of *Taunton Saint James*, Esquire, deceased, and then late of *William Hawker* and *John Meech* Esquires, to the Use and Behoof of the said *Edmund Trowbridge Halliday*, *John Buncombe*, *Robert Buncombe*, *William Buncombe*, and *William Buncombe* the younger, their Heirs and Assigns for ever, according to the Custom of the said Manor, and that the Surrender or Surrenders thereof when made should be held and enjoyed, and operate and enure, upon such and the like Trusts, Conditions, and Confidences, and to and for such and the like Uses, Ends, Intents, and Purposes, and with, under, and subject to such and the like Provisoes and Agreements, and to such and the like Powers of Direction, Limitation, Appointment, Gift, and Devise as were therein-before by those Presents expressed, declared, limited, or created of and concerning the Tenements, Lands, and Hereditaments first therein-before described; and in further pursuance of the said Agreement, and in consideration of the said then intended Marriage, and for other the Considerations therein expressed, and for settling and assuring the undivided Moiety of the said *Elizabeth Welman*, Party thereto, of and in the said Messuages, Tenements, and Lands called *Cutliffs* to the Uses, upon the Trusts, and for the Intents and Purposes therein-after expressed, declared, or referred to of and concerning the same, the said *Elizabeth Welman*, Party thereto, for herself and her Heirs, (with the Privity, Consent, and Appobation of the said *Charles Noel* Earl of *Gainsborough*, testified by his being a Party to those Presents, and executing the same,) did remise, release, and for ever quit claim unto the said *Edmund Trowbridge Halliday*, *John Buncombe*, *Robert Buncombe*, *William Buncombe*, and *William Buncombe* the younger, their Heirs and Assigns, all that the undivided Moiety of the said *Elizabeth Welman*, Party thereto, of and in the aforesaid several Messuages, Tenements, Closes, Lands, Hereditaments, and Premises last therein-before described, theretofore of the said *Simon Welman*, then formerly of *Wilton*, afterwards of the said *Simon Welman* of *Yard*, and then since of the said *William Hawker* and *John Meech*, together with the Appurtenances, to hold the said undivided Moiety or Half Part of the said *Elizabeth Welman*, Party thereto, of and in the said Messuages, Tenements,

Closes,

Closes, Lands, Hereditaments, and Premises last therein-before described, with the Appurtenances, unto the said *Edmund Trowbridge Halliday*, *John Buncombe*, *Robert Buncombe*, *William Buncombe*, and *William Buncombe* the younger, their Heirs and Assigns, to the Use of the said *Edmund Trowbridge Halliday*, *John Buncombe*, *Robert Buncombe*, *William Buncombe*, and *William Buncombe* the younger, their Heirs and Assigns, according to the Custom of the said Manor of *Taunton Deane* aforesaid, to the End and Intent that a new Grant or Grants of the same might be had and taken according to the Custom of the said Manor of *Taunton Deane* by the said *Edmund Trowbridge Halliday*, *John Buncombe*, *Robert Buncombe*, *William Buncombe*, and *William Buncombe* the younger, or the Survivors or Survivor of them, or the Heirs of such Survivor; and it was thereby expressly declared and agreed, by and between all the said Parties to those Presents, and every of them, that the said Release thereby made by the said *Elizabeth Welman*, Party thereto, and the said new Grant or Grants, when made and taken, should be held and enjoyed and should operate and enure to and upon the several Trusts, Conditions, Ends, Intents, and Purposes, and under and subject to the several Limitations, Powers, Provisoes, and Agreements therein-after expressed, declared, or referred to of and concerning the same; that is to say, upon Trust for the said *Elizabeth Welman*, Party thereto, her Heirs and Assigns, according to the Custom of the said Manor, until the said then intended Marriage should be had and solemnized, and from and immediately after the Solemnization thereof upon such and the like Trusts, Conditions, and Confidences, and to and for such and the like Uses, Ends, Intents, and Purposes, and with, under, and subject to such and the like Provisoes and Agreements, and such and the like Powers of Direction, Limitation, Appointment, Gift, and Devise, as were therein-before by those Presents expressed, declared, limited, or created of and concerning the Tenements, Lands, and Hereditaments first therein-before described; and in the same Indenture of Covenant to surrender, Release and Settlement, were expressed and contained certain Powers, Provisoes, Declarations, and Agreements, and certain Covenants, by the said *Charles Noel* Earl of *Gainsborough*, *Elizabeth Welman*, Party thereto, and *Thomas Welman* respectively, relating to and concerning the said Customary Estates thereby settled or intended so to be, as therein respectively appearing: And whereas on or about the First Day of *July* One thousand eight hundred and nine the Marriage between the said *Charles Noel* Earl of *Gainsborough*, then *Charles Noel Noel* Esquire, and *Elizabeth Welman*, Party to the said recited Indentures, was duly had and solemnized: And whereas the said *Thomas Welman* did not surrender his undivided Moiety of the said Customary Estate called *Cutlifts* unto the Trustees of the said recited Indenture of Covenant to surrender, Release and Settlement, in pursuance of his said recited Covenant in that Behalf in the same Indenture contained: And whereas no new Grant of the said *Elizabeth Noel*'s undivided Moiety of the said Customary Estate called *Cutlifts* was ever had or taken according to the Custom of the said Manor of *Taunton* and *Taunton Deane* by the said Trustees of the said recited Indenture of Covenant to surrender, Release and Settle-

Settlement, or any or either of them, in pursuance of that Indenture: And whereas in or about the Year One thousand eight hundred and thirteen the said *Edmund Trowbridge Halliday* departed this Life: And whereas in or about the Month of *August* One thousand eight hundred and twelve the said *Ambrose Serle* departed this Life: And whereas on or about the Fifth Day of *February* One thousand eight hundred and thirteen the said *Edward Hartoppe Wigley*, who was then commonly called or known by the Name of *Edward Hartoppe*, departed this Life: And whereas in or about the Year One thousand eight hundred and nineteen the said *William Henry Hoare* departed this Life: And whereas on or about the Thirtieth Day of *January* One thousand eight hundred and forty-three the said *Malachi Blake* departed this Life: And whereas the said *Gerard Thomas Noel* is now the sole Trustee of the said recited Indenture of Release and Settlement: And whereas in or about the Year One thousand eight hundred and ten the said *William Buncombe* the Father departed this Life: And whereas in or about the Year One thousand eight hundred and twenty-six the said *John Buncombe* departed this Life: And whereas the said *Robert Buncombe* and *William Buncombe* the Son are now the only surviving Trustees of the said recited Indenture of Covenant to surrender, Release and Settlement: And whereas there never was any Issue of the said Marriage of the said *Charles Noel* Earl of *Gainsborough* and *Elizabeth* his Wife: And whereas on or about the First Day of *December* One thousand eight hundred and eleven the said *Elizabeth* the Wife of the said *Charles Noel* Earl of *Gainsborough*, then *Charles Noel Noel* Esquire, departed this Life intestate, and without ever having made any Appointment in exercise of the said several Powers in that Behalf reserved to her by the said recited Indenture of Release and Settlement, and the said recited Indenture of Covenant to surrender, Release and Settlement, respectively, as aforesaid: And whereas the said *Elizabeth Noel* left *Jane Welman* and *Rebecca Welman*, both then of *Poundisford Park* aforesaid, Spinsters, her Coheiresses at Law, respectively her surviving: And whereas on the Death of the said *Elizabeth Noel* her said Remainder or Reversion in Fee Simple under the said recited Indenture of Release and Settlement of and in the said Freehold Estate in the Parish of *Trull* aforesaid, comprised therein, descended upon and became vested in the said *Jane Welman* and *Rebecca Welman*, as such Coheiresses at Law as aforesaid: And whereas on or about the Fifteenth Day of *February* One thousand eight hundred and twenty-one the said *Jane Welman* departed this Life intestate: And whereas the said *Elizabeth Noel* left the said *Rebecca Welman*, her Heiress according to the Custom of the said Manor of *Taunton* and *Taunton Deane*, her surviving: And whereas on the Death of the said *Elizabeth Noel* her said equitable Remainder or Reversion in Fee under the said recited Indenture of Covenant to surrender, Release and Settlement, of and in the said Customary Estates comprised therein, descended upon and became vested in the said *Rebecca Welman*, as such Heiress according to the Custom as aforesaid: And whereas by a certain Indenture of Appointment and Release, bearing Date on or about the Tenth Day of *April* One thousand eight hundred and twenty-four, and made or expressed to be made between *Thomas South-*

Indentures of the 9th and 10th April 1824.

Southwood of *Pitminster* in the County of *Somerset* aforesaid, Esquire, (Lord of the said Manor of *Taunton* and *Taunton Deane* in the said County,) of the First Part, *William Kinglake* of *Taunton* in the said County, Esquire, of the Second Part, the said *Charles Noel* Earl of *Gainsborough*, then and therein described as the Right Honourable *Charles Noel Noel* Lord *Barham*, Baron *Barham* of the United Kingdom of *Great Britain* and *Ireland*, of the Third Part, and the said *Rebecca Welman*, then and therein described as of *Poundisford* in the said County of *Somerset*, Spinster, of the Fourth Part, and grounded, as to its Operation as a Release, on a certain usual Bargain and Sale for a Year made by Indenture bearing Date on or about the Ninth Day of *April* One thousand eight hundred and twenty-four, as therein expressed; after reciting, that by Indenture of Bargain and Sale duly enrolled in His then Majesty's High Court of Chancery, bearing Date the Nineteenth Day of *February* One thousand eight hundred and twenty-two, and made between the Right Reverend Father in God *George* by Divine Permission Lord Bishop of *Winchester*, of the First Part, the Right Honourable *Sylvester* Lord *Glenbervie* and the Right Honourable *William* Lord *Radstock*, Two of the Commissioners appointed by His then late Majesty's Letters Patent under the Great Seal of *Great Britain* for the Purposes therein mentioned, of the Second Part, the said *Thomas Southwood* of the Third Part, and the said *William Kinglake* of the Fourth Part, all that the Manor or Lordship of *Taunton* and *Taunton Deane* in the County of *Somerset*, and all and every the Messuages, Lands, Tenements, Royalties, Jurisdictions, Franchises, Liberties, Rights, Easements, Profits, Commodities, Advantages, Emoluments, and Hereditaments whatsoever to the said Manor or Lordship belonging or in anywise appertaining (except as was therein mentioned to be excepted), stood limited and assured unto the said *Thomas Southwood* and his Heirs, to such Uses, for such Estate or Estates, Interest or Interests, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Provisoes and Declarations as the said *Thomas Southwood*, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by the said *Thomas Southwood* sealed and delivered in the Presence of and to be attested by One or more credible Witness or Witnesses, should from Time to Time or at any Time direct, limit, or appoint of and concerning the same Manor, Lands, and other Hereditaments thereby bargained, sold, and conveyed, or any of them, or any Part or Parts thereof; and in default of such Direction, Limitation, or Appointment, and until any such should be made, and as to so much and such Part or Parts of the said Manor, Lands, and Hereditaments, or such Estate and Interest therein or in any Part or Parts thereof to which any such Direction, Limitation or Appointment, if incomplete, should not extend, to the Use of the said *William Kinglake*, his Heirs and Assigns, but nevertheless in Trust for the said *Thomas Southwood*, his Heirs and Assigns for ever; and also reciting, that the said *Charles Noel* Earl of *Gainsborough* was entitled to an Estate for his Life, and the said *Rebecca Welman* was entitled to the Remainder or Reversion in Fee after the Decease of the said *Charles Noel* Earl of *Gainsborough*,

borough, of and in the Copyhold or Customary Lands of Inheritance therein-after particularly mentioned, and which then were Parcels or holden of the said Manor, being the said Customary Estate called *Cutlifts*, comprised in the said recited Indenture of Covenant to surrender, Release and Settlement, except such Part thereof as was situate in the said Tithing of *Duddlestone*; and also reciting, that the same Premises did in fact then consist of and were then better known and distinguished by the following Particulars and Description; that is to say, all that Messuage or Dwelling House called *Cutliffs*, with the Barns, Stables, Stalls, Bartons, and Garden thereto belonging, and all that Orchard called *Pattocks*, containing by Estimation a Quarter of an Acre, another Orchard called *Shurford Orchard*, containing by Estimation Two Acres, and another Orchard called *Home Orchard*, containing by Estimation Two Acres; and also all that Close of Arable Land called *Caddis*, containing by Estimation Six Acres, a Close of Arable Land called *Codlake Ten Acres*, containing by Estimation Ten Acres, a Close of Arable Land called *Codlake Three Acres*, containing by Estimation Three Acres, a Close of Arable Land called *Four Acres*, containing by Estimation Four Acres, a Close of Arable Land called *Twelve Acres*, containing by Estimation Twelve Acres, and another Close of Arable Land called *Eight Acres*, containing by Estimation Eight Acres; and also all that Close of Meadow Ground called *George's Meadow*, containing by Estimation Three Acres, a Close of Meadow Ground called *Brick Meadow*, containing by Estimation Three Acres, a Close of Meadow Ground called *Lower Five Acres*, containing by Estimation Five Acres, a Close of Meadow Ground called *Seven Acres*, containing by Estimation Seven Acres, a Close of Meadow Ground called *Great Meadow*, containing by Estimation Sixteen Acres, and another Close of Meadow Ground called *Nine Acres*, containing by Estimation Nine Acres; and also all that Close of Pasture Ground called *Higher Home Field*, containing by Estimation Five Acres, a Close of Pasture Ground called *Lower Home Meadow*, containing by Estimation Six Acres, a Close of Pasture Ground called *Six Acres*, containing by Estimation Six Acres, and a Close of Pasture Ground called *Higher Five Acres*, containing by Estimation Five Acres; all which said Premises (were they respectively more or less) were situate, lying, and being within the Parish of *Wilton* and the Hundred of *Holway* in the said County of *Somerset*, and were then in the Occupation of *John Howell*, as Tenant to the said *Charles Noel* Earl of *Gainsborough*; and also all that Cottage and Garden with the Appurtenances, in the Parish and Hundred last named, then in the Occupation of *John Richards*; and also all that Half Acre of Meadow Ground lying in the Parish of *Taunton Saint Mary Magdalen* and the said Hundred of *Holway*; and also reciting, that the said *Charles Noel* Earl of *Gainsborough* and *Rebecca Welman* had agreed with the said *Thomas Southwood* for the Purchase of the Freehold, Reversion, and Inheritance at Common Law of and in the said Copyhold or Customary Premises by way of Enfranchisement, and to discharge and exonerate the same from all Rents, Heriots, Fines, Suit of Court, and other Services, but so as to preserve the Commonage, of what Nature or Kind soever, belonging to the said Premises,

Premises, and to be thenceforth enjoyed, had, and taken by the said *Charles Noel* Earl of *Gainsborough* and his Assigns, and the said *Rebecca Welman*, her Heirs and Assigns, in as full and ample a Manner as the said Commonage had been theretofore enjoyed as belonging to the said Messuage or Farm, Lands, and Premises, at or for the Price or Sum of Four hundred and eighty Pounds, and that the said *Charles Noel* Earl of *Gainsborough* and *Rebecca Welman* had requested that the same might be conveyed to them to such Uses and for such respective Estates as were therein-after mentioned, in consideration of the Sum of Four hundred and eighty Pounds of lawful Money current in *England*, paid to the said *Thomas Southwood* by the said *Charles Noel* Earl of *Gainsborough* and *Rebecca Welman*; the said *Thomas Southwood*, by virtue of and under the Power and Authority reserved and given to him in and by the said therein in part recited Indenture, and of every other Power or Authority enabling him in that Behalf, and by that present Deed or Instrument in Writing, signed, sealed, and delivered by the said *Thomas Southwood* in the Presence of the credible Person or Persons whose Name or Names was or were intended to be thereon endorsed as attesting the Execution thereof, did direct, limit, and appoint that all and singular the said Messuage, Farm, Tenements, Lands, Hereditaments, and Premises therein-before generally referred to by their ancient Descriptions, and also therein-before particularly described, and so agreed to be purchased and enfranchised as aforesaid, and the Freehold, Reversion, and Inheritance thereof, together with all manner of Commons, Right and Title of Common, of what Nature soever, in, upon, to, over, or out of all and every the Wastes, Commons, and Commonable Lands of or belonging to the said *Thomas Southwood* as Lord of the said Manor, whatsoever and wheresoever, in as large, ample, and beneficial Manner, to all Intents and Purposes, as the said *Charles Noel* Earl of *Gainsborough* and *Rebecca Welman*, or either of them, their or either of their Heirs and Assigns, could have exercised, claimed, or demanded, either lawfully or equitably, or in anywise have been entitled to as a Copyhold or Customary Tenant, Owner or Occupier of the said Messuage or Farm, Lands, and Premises, or of any Part thereof, thereby enfranchised, or intended so to be, if those Presents had not been made, should thenceforth go, remain, continue, and be unto the said *Charles Noel* Earl of *Gainsborough* and *Rebecca Welman*, their Heirs and Assigns for ever, but to the Uses and for the Estates therein-after limited and declared of and concerning the same, absolutely enfranchised, acquitted, and discharged thereby from thenceforth for ever of and from all manner of yearly and other Payments, Rents, Quit Rents, Customary or Copyhold Rents, Fines, Heriots, Fealty, Suit of Court, and all other usual and Customary or Copyhold Payments, Duties, Services, or Customs whatsoever which by the Custom of the said Manor the said Messuage or Farm, Lands, Hereditaments, and Premises thereby intended to be conveyed, or any Part thereof, were or was or had been or ought to be otherwise subject or liable to as Customary or Copyhold holden of or as Parcels of the said Manor; and for the Consideration aforesaid, and for the more perfectly conveying all and singular the same Hereditaments, Lands, Right of

Common,

Common, and Premises unto the said *Charles Noel* Earl of *Gainsborough* and *Rebecca Welman*, their Heirs and Assigns, to the Uses therein-after mentioned, and also for a nominal Consideration therein expressed, the said *William Kinglake*, at the Instance and Request and by the Direction and Appointment of the said *Thomas Southwood*, testified by his being a Party to those Presents, and signing and sealing thereof, did grant, bargain, sell, release, and convey, and the said *Thomas Southwood* did grant, bargain, sell, alien, release, ratify, and confirm unto the said *Charles Noel* Earl of *Gainsborough* and *Rebecca Welman*, their Heirs and Assigns, all that the said Messuage, Farm, Tenements, and all and singular the Lands, Hereditaments, and Premises therein-before generally referred to by their ancient Descriptions, and also therein-before particularly mentioned and described, and so agreed to be purchased or enfranchised as aforesaid, together with all manner of Commons, Right and Title of Common, of what Nature soever, in, upon, to, over, or out of all and every the Wastes, Commons, and Commonable Lands of or belonging to the said *Thomas Southwood* as Lord of the said Manor, whatsoever and wheresoever, in as large, ample, and beneficial Manner, to all Intents and Purposes, as the said *Charles Noel* Earl of *Gainsborough* and *Rebecca Welman*, their Heirs or Assigns, could have legally or equitably exercised, claimed, or demanded, or in anywise have been entitled to, as Copyhold or Customary Tenants, Owners or Occupiers of the said Messuage or Farm, Lands and Premises, or of any Part thereof, thereby enfranchised or intended so to be, if those Presents had not been made, with the Appurtenances, to hold the said Messuage, Tenements, Farm, and all and singular the Lands, Hereditaments, and Premises therein-before described, and thereby intended to be enfranchised and conveyed, with their and every of their Appurtenances, unto the said *Charles Noel* Earl of *Gainsborough* and *Rebecca Welman*, their Heirs and Assigns; and it was thereby declared and agreed, by and between the said Parties thereto, so far as they respectively were interested, that the Appointment and Release thereby made should operate and enure to the Use of the said *Charles Noel* Earl of *Gainsborough* and his Assigns for and during his natural Life, without Impeachment of Waste, and from and after the Determination of that Estate by Forfeiture or otherwise, then to the only proper Use and Behoof of the said *Rebecca Welman*, her Heirs and Assigns for ever, and for no other Use, Trust, or Purpose whatsoever, absolutely enfranchised, acquitted and discharged thereby from thenceforth for ever of and from all and all manner of yearly and other Payments, Rents, Quit Rents, Chief Rents, Customary and Copyhold Rents, Fines, Heriots, Fealty, Suit of Court, and all other usual or Customary or Copyhold Payments, Duties, Services, or Customs whatsoever, which by or according to the Custom of the said Manor the said Messuage, Farm, Tenements, Lands, Hereditaments, and Premises, or any of them, were or was or had been or ought otherwise to be subject or liable to as Customary or Copyhold holden of or as Parcels of such Manor; and it was thereby provided, declared, and agreed, by and between the said Parties thereto, that the Enfranchisement and Conveyance thereby intended to be made should be construed, deemed, and taken to extend to

the said Messuage, Tenement, or Farm and Lands, or such Parts thereof as were situate, lying, and being in the said Parish of *Wilton* and the Parish of *Taunton Saint Mary Magdalen*, or one of them, and the Hundred of the said Manor called *Holway*, but no further or otherwise; and in the same Indenture of Appointment and Release were contained certain Covenants by the said *William Kinglake* and *Thomas Southwood* respectively, relating to and concerning the said Customary Estate thereby enfranchised or intended so to be, and the Deeds, Evidences, and Writings affecting the same, as therein appearing: And whereas by a certain Indenture of Surrender and Release, bearing Date on or about the Twelfth Day of *April* One thousand eight hundred and twenty-four, and made or expressed to be made between the said *Thomas Welman*, then and therein described as of *Poundisford Park* within the Parish of *Pitminster* in the County of *Somerset* aforesaid, Esquire, of the First Part, the said *Charles Noel* Earl of *Gainsborough*, then and therein described as the Right Honourable *Charles Noel Noel* Lord *Barham*, Baron *Barham* of the United Kingdom of *Great Britain* and *Ireland*, of the Second Part, and the said *Rebecca Welman*, then and therein described as of *Poundisford Park* aforesaid, Spinster, of the Third Part, after reciting, that the said *Charles Noel* Earl of *Gainsborough*, being entitled to an equitable Estate for his Life, and the said *Rebecca Welman*, being equitably entitled to the Remainder or Reversion in Fee after the Decease of the said *Charles Noel* Earl of *Gainsborough*, of and in the Copyhold or Customary Lands of Inheritance therein-after particularly mentioned, the said *Charles Noel* Earl of *Gainsborough* and *Rebecca Welman* became severally seised for the said respective Estates of the Freehold, Reversion, and Inheritance at Common Law of and in the same Copyhold or Customary Premises under and by virtue of the said recited Indentures of Lease and of Appointment and Release of the Ninth and Tenth Days of *April* One thousand eight hundred and twenty-four; and also reciting, that the said *Thomas Welman* was then seised or possessed, according to the Custom of the said Manor of *Taunton* and *Taunton Deane*, or some or one of them, of the legal Customary Estate of and in One undivided Moiety or Half Part of the said Customary or Copyhold Premises, in Trust nevertheless in Equity for the said *Charles Noel* Earl of *Gainsborough* and *Rebecca Welman*, according to their said respective equitable Estates and Interests therein, and that the said *Thomas Welman* had, at the Request of the said *Charles Noel* Earl of *Gainsborough* and *Rebecca Welman*, agreed to surrender and yield up unto them all his said Estate and Interest in the same Premises in such Manner as was therein-after contained; in pursuance of the said Agreement, and for the nominal Consideration therein expressed, the said *Thomas Welman* did grant, yield up, surrender, remise, release, and for ever quit claim unto the said *Charles Noel* Earl of *Gainsborough* and *Rebecca Welman*, their Heirs and Assigns, One undivided Moiety or Half Part of all such Parts of the said Customary Estate called *Cutlifts*, comprised in the said recited Indenture of Covenant to surrender, Release and Settlement, as were also comprised in the said recited Indentures of Lease and of Appointment and Release, being the whole of the same Estate, except such Part thereof

Indenture of 12th April 1824.

thereof as was situate in the said Tithing of *Duddlestone*, with the Appurtenances, to hold the said Messuages, Lands, Hereditaments, and Premises therein-before particularly described, and thereby granted and released or intended so to be, with their Appurtenances, unto the said *Charles Noel* Earl of *Gainsborough* and *Rebecca Welman*, their Heirs and Assigns, to the Use of the said *Charles Noel* Earl of *Gainsborough* and his Assigns for and during the Term of his natural Life, without Impeachment of Waste, and from and after his Decease to the only proper Use and Behoof of the said *Rebecca Welman*, her Heirs and Assigns for ever, to the End and Intent that the said Copyhold or Customary Estate and Interest of and in the said Premises might thenceforth be abolished and extinguished; and in the same Indenture of Surrender and Release was contained a certain Covenant by the said *Thomas Welman* relating to the said Customary Estate thereby surrendered, as therein appearing: And whereas the said *Rebecca Welman*, then of *Poundisford Park* within the Parish of *Pitminster* in the County of *Somerset* aforesaid, Spinster, duly made and published her last Will and Testament in Writing, bearing Date on or about the Thirteenth Day of *July* One thousand eight hundred and twenty-nine, and executed and attested as by Law was then required for rendering valid Devise of Real Estate, and thereby gave and devised all her Freehold, Copyhold, and Customary Messuages, Lands, Tenements, and Hereditaments whatsoever and wheresoever, in which she was interested in Remainder after the Decease of the said *Charles Noel* Earl of *Gainsborough*, then and therein described as the Right Honourable *Charles Noel* Lord *Barham*, unto the Reverend *Thomas Golding* of the Parish of *Pitminster* aforesaid, Dissenting Minister, and his Heirs and Assigns, to the Uses, upon the Trusts, and for the Ends, Intents, and Purposes, and under and subject to the Powers, Provisoes, Conditions, and Limitations therein-after expressed and declared of and concerning the same; that is to say, from and immediately after the Decease of the said *Charles Noel* Earl of *Gainsborough*, to the Use of Mistress *Mary Blake* of *Taunton* in the said County, then the Wife and now the Widow of the said *Malachi Blake*, since deceased, and her Assigns, for and during the Term of her natural Life; and from and immediately after her Decease, to the Use of the said Testatrix's Nephew *Charles Noel Welman*, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste; and after the Determination of that Estate by any Means in his Lifetime, to the Use of the said *Thomas Golding*, his Heirs and Assigns, during the Residue of the Life of the said *Charles Noel Welman*, in Trust for him and to support the contingent Uses therein-after limited; and from and immediately after the Decease of the said *Charles Noel Welman*, to the Use of his First and other Sons according to Priority of Birth, and the Heirs of his and their Bodies; and for default of such Issue, to the Use of the Daughters of the said Testatrix's said Nephew *Charles Noel Welman*, and the Heirs of their Bodies, as Tenants in Common, with Cross Remainders between them in case either of the same Daughters should happen to die without Issue; and for default of such Issue, to the Use of the said *Charles Noel* Earl of *Gainsborough*, his Heirs and Assigns for ever: And whereas

Will of Rebecca Welman, of the 13th July 1829.

whereas on or about the Sixth Day of *September* One thousand eight hundred and thirty-one the said Testatrix *Rebecca Welman* departed this Life, without having in any Manner revoked or altered the said Devise in her said Will contained: And whereas by a certain Indenture of Demise, bearing Date on or about the Twenty-ninth Day of *June* One thousand eight hundred and thirty-eight, and made or expressed to be made between the said *Charles Noel* Earl of *Gainsborough*, then and therein described as the Right Honourable *Charles Noel* Lord *Barham*, Baron *Barham* of *Barham Court* and of *Teston* in the County of *Kent*, of the one Part, and the said *Charles Noel Welman*, then and therein described as of *Poundisford Park* in the County of *Somerset* aforesaid, Esquire, of the other Part, after reciting that the said *Charles Noel* Earl of *Gainsborough*, under and by virtue of the said Indentures of Lease and of Release and Settlement of the Twenty-sixth and Twenty-seventh Days of *June* One thousand eight hundred and nine, and the said Indenture of Covenant to surrender, Release and Settlement, of the same Twenty-seventh Day of *June* One thousand eight hundred and nine, was seised or possessed for an Estate of Freehold for the Term of his Life of and in the Hereditaments therein-after described and intended to be demised; and also reciting, that the Remainder of and in the same Hereditaments immediately expectant on the Decease of the said *Charles Noel* Earl of *Gainsborough* having become vested in the said *Rebecca Welman* deceased, she by her said Will devised the same, from and after the Decease of the said *Charles Noel* Earl of *Gainsborough*, to the said *Mary Blake*, then the Wife and now the Widow of the said *Malachi Blake*, since deceased, for her Life, with Remainder to the said *Charles Noel Welman* for Life, with Remainder to the Issue of the said *Charles Noel Welman* in Tail, with Remainder to the said *Charles Noel* Earl of *Gainsborough*, his Heirs and Assigns for ever; and also reciting, that the said *Charles Noel* Earl of *Gainsborough* had agreed with the said *Charles Noel Welman* for the Sale unto him of the said Hereditaments for the Term of Sixty Years, if the said *Charles Noel* Earl of *Gainsborough* should so long happen to live, at or for the Price or Sum of Four thousand Pounds; in consideration of the Sum of Four thousand Pounds of lawful Money of the United Kingdom of *Great Britain* and *Ireland*, of *English* Value and Currency, to the said *Charles Noel* Earl of *Gainsborough* paid by the said *Charles Noel Welman*, the said *Charles Noel* Earl of *Gainsborough* did grant, demise, bargain, and sell unto the said *Charles Noel Welman*, his Executors, Administrators, and Assigns, all that the said Customary Estate first described, and comprised in the said Indenture of Covenant to surrender, Release and Settlement, and also all that the said Freehold Estate in the Parish of *Trull* aforesaid, comprised in the said recited Indenture of Release and Settlement, and also all that the said Estate called *Cutlifts*, comprised in the said recited Indenture of Covenant to surrender, Release and Settlement, with the Appurtenances, to hold the said Messuages, Lands, Tenements, and Hereditaments, and all and singular other the Premises thereby granted and demised or intended so to be, unto the said *Charles Noel Welman*, his Executors, Administrators, and Assigns, from the Day next before the Day of the Date

Indenture of 29th June 1838.

of those Presents, for the full and complete Term of Sixty Years thence next ensuing, if the said *Charles Noel* Earl of *Gainsborough* should so long live, but no longer or otherwise, yielding and paying therefor yearly and every Year unto the said *Charles Noel* Earl of *Gainsborough* the Rent of One Peppercorn on the Twenty-ninth Day of *September* in every Year (if demanded); and in the same Indenture of Demise were contained certain Covenants by the said *Charles Noel* Earl of *Gainsborough* relating to or concerning the same several Estates as therein respectively appearing: And whereas on or about the First Day of *May* One thousand eight hundred and thirty-five the said *Charles Noel Welman*, now of *Puddington Lodge* in the County of *Devon*, Esquire, intermarried with *Ann Eliza Bolton*, now *Ann Eliza Welman* his Wife, and hath Issue by her now living Three Children only, to wit, One Son, *Charles Cæsar Welman*, who was born on or about the Fifth Day of *March* One thousand eight hundred and forty, and Two Daughters, *Alice Rebecca Welman*, who was born on or about the Twenty-first Day of *January* One thousand eight hundred and thirty-nine, and *Augusta Charlotte Welman*, who was born on or about the Twenty-first Day of *March* One thousand eight hundred and forty-one: And whereas the said Freehold Estate in the Parish of *Trull* aforesaid, comprised in the said Indenture of Release and Settlement, and the said Estates now of Customary Tenure, and the said Estates heretofore of Customary Tenure, but now enfranchised, comprised in the said Indenture of Covenant to surrender, Release and Settlement, are respectively mentioned in the First Schedule to this Act: And whereas the said *Charles Noel Welman* is seised in Fee Simple in Possession of the Freehold Messuages, Lands, Grounds, Tenements, and Hereditaments situate in the Parish and Manor of *Weston Zoyland* in the said County of *Somerset* which are mentioned in the Second Schedule to this Act: And whereas the said Estates mentioned in the said First Schedule to this Act have been recently surveyed, and the Purchase Value thereof hath been found to amount to the Sum of Seventeen thousand six hundred and twenty-eight Pounds or thereabouts, which Sum includes the Sum of Five hundred and seventy-six Pounds, being the Valuation of the Timber thereon, and the annual Value thereof hath been found to amount to the Sum of Six hundred and nine Pounds or thereabouts: And whereas the said Messuages, Lands, Grounds, Tenements, and Hereditaments mentioned in the said Second Schedule to this Act have been recently surveyed, and the Purchase Value thereof hath been found to amount to the Sum of Eighteen thousand seven hundred and eighty-eight Pounds or thereabouts, and the annual Value thereof hath been found to amount to the Sum of Six hundred and seventy-one Pounds or thereabouts; And whereas the said *Charles Noel Welman* hath proposed and consented, in case the Fee Simple and Inheritance of and in the said Estates mentioned in the said First Schedule to this Act shall be vested in him and his Heirs, for his and their exclusive Benefit, discharged from the Uses, Trusts, Estates, Interests, Limitations, Powers, Provisoes, Declarations, Agreements, and Covenants affecting the same Estates under and by virtue of the said several Indentures, Wills, and Assurances respectively

tively herein-before recited and mentioned, to settle the said Messuages, Lands, Grounds, Tenements, and Hereditaments mentioned in the said Second Schedule to this Act to, upon, and for the same Uses, Trusts, Estates, and Interests, and with, under, and subject to the same Limitations, Powers, Provisoes, Declarations, Agreements, and Covenants, or such of them as are still subsisting and capable of taking effect, without requiring any Consideration in respect of the superior Value of the same Messuages, Lands, Grounds, Tenements, and Hereditaments, and the said *Charles Noel* Earl of *Gainsborough* and *Mary Blake*, and the said *Charles Noel Welman*, on behalf of his said infant Children, are also consenting that such Substitution or Exchange should be effected: And whereas the proposed Exchange would be beneficial to all the Persons who now have or might hereafter have any beneficial Interest under and by virtue of the said several Indentures, Wills, and Assurances respectively herein-before recited and mentioned, in the said Estates mentioned in the said First Schedule to this Act: And whereas by reason of the Limitations of the said recited Will of the said *Rebecca Welman* the several Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said *Charles Noel* Earl of *Gainsborough* and *Mary Blake*, and the said *Charles Noel Welman*, on behalf of himself and the said *Charles Cæsar Welman*, *Alice Rebecca Welman*, and *Augusta Charlotte Welman*, his infant Children, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act all those the said Estates mentioned in the said First Schedule to this Act, together with all Houses, Outhouses, Edifices, Buildings, Yards, Gardens, Orchards, Lands, Grounds, Meadows, Pastures, Mines, Delfs, Minerals, Quarries, Trees of every Kind, Woods, Underwoods, Feedings, and the Ground and Soil thereof respectively, Commons and Commonable Rights, Hedges, Ditches, Fences, Mounds, Bounds, Ways, Paths, Passages, Waters, Watercourses, Lands covered with Water, Sewers, Drains, Lights, Liberties, Privileges, Easements, Commodities, Advantages, Emoluments, Hereditaments, Rights, Members, and Appurtenances whatsoever to the same Estates or any of them, or any Part thereof respectively, belonging or in anywise appertaining, or accepted, reputed, deemed, taken, known, held, occupied, or enjoyed as Part, Parcel, or Member of the same Estates, or any of them, or any Part thereof respectively, and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits of and incident to the same Estates and every of them, and every Part thereof respectively, with the Rights, Members, and Appurtenances, and all the Estate, Right, Title, Use, Trust, Interest, Possession, Inheritance, Property, Possibility, Expectancy, Claim, and Demand whatsoever, both at Law and in Equity, or otherwise howsoever, of, in, to, out of, and upon the same Estates and every of them, and every Part thereof respectively, with the Rights, Members, and Appurtenances, together also with the full

The Estates in the First Schedule vested in Charles Noel Welman in Fee, to such Uses as he shall appoint, and in default of Appointment to the Use of himself in Fee, in exchange for the Estates in the Second Schedule.

Benefit and Advantage of the said several Covenants in the said several Indentures respectively herein-before recited and mentioned contained respectively, shall be vested in and the same are hereby from henceforth vested in the said *Charles Noel Welman*, his Heirs and Assigns, to the Use of such Person or Persons, for such Estate or Estates, Interest or Interests, by way of Annuity, Rent-charge, Sum in gross to be payable thereout, or otherwise, and in such Manner, Parts, Shares, and Proportions, and upon such Trusts, and for such Ends, Intents, and Purposes, and charged and chargeable in such Manner, and either absolutely or conditionally, and subject to such Powers of Revocation and of new Appointment, and other Powers, Provisoes, Conditions, Restrictions, Limitations, Declarations, and Agreements as the said *Charles Noel Welman* at any Time or Times, and from Time to Time after the passing of this Act, by any Deed or Deeds, Instrument or Instruments in Writing, to be sealed and delivered by him in the Presence of and to be attested by Two or more Witnesses, shall direct, limit, and appoint; and in default of such Direction, Limitation, and Appointment, and in the meantime and from Time to Time until the same shall be made and take effect, and from Time to Time, subject to such Uses, Estates, Charges, and Interests as shall have been directed, limited, and appointed by the said *Charles Noel Welman* as aforesaid, and so far as any such Direction, Limitation, or Appointment if incomplete shall not extend, to the only proper Use and Behoof of the said *Charles Noel Welman*, his Heirs and Assigns for ever, freed and discharged, and absolutely acquitted, exonerated, and exempted of, from, and against all and every the Uses, Trusts, Estates, Interests, Limitations, Powers, Provisoes, Declarations, and Agreements in and by or under and by virtue of the said several Indentures, Wills, and Assurances respectively herein-before recited and mentioned, or any or either of them respectively, limited, declared, expressed, and contained of and concerning or affecting the same, and all Claims and Demands by reason or on account thereof respectively, and in lieu of and by way of Substitution or Exchange for the said Messuages, Lands, Grounds, Tenements, and Hereditaments mentioned in the said Second Schedule to this Act.

The Estates in the Second Schedule vested in Charles Noel Earl of Gainsborough in Fee, to the Uses affecting the Hereditaments comprised in the Indenture of 29th June 1838, in exchange for the Estates in the First Schedule.

II. And be it enacted, That from and after the passing of this Act all those the said Messuages, Lands, Grounds, Tenements, and Hereditaments mentioned in the said Second Schedule to this Act, together with all Houses, Outhouses, Edifices, Buildings, Yards, Gardens, Orchards, Lands, Grounds, Meadows, Pastures, Mines, Delfs, Minerals, Quarries, Trees of every Kind, Woods, Underwoods, Feedings, and the Ground and Soil thereof respectively, Commons and Commonable Rights, Hedges, Ditches, Fences, Mounds, Bounds, Ways, Paths, Passages, Waters, Watercourses, Lands covered with Water, Sewers, Drains, Lights, Liberties, Privileges, Easements, Commodities, Advantages, Emoluments, Hereditaments, Rights, Members, and Appurtenances whatsoever to the same Messuages, Lands, Grounds, Tenements, and Hereditaments, or any of them or any Part thereof respectively, belonging or in anywise appertaining, or accepted, reputed, deemed, taken, known, held, occupied, or enjoyed as Part, Parcel, or Member of the same Messuages, Lands,

Lands, Grounds, Tenements, and Hereditaments, or any of them, or any Part thereof respectively; and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits of and incident to the same Messuages, Lands, Grounds, Tenements, and Hereditaments, and every of them and every Part thereof respectively, with the Rights, Members, and Appurtenances, and all the Estate, Right, Title, Use, Trust, Interest, Possession, Inheritance, Property, Possibility, Expectancy, Claim, and Demand whatsoever, both at Law and in Equity, or otherwise howsoever, of, in, to, and out of the same Messuages, Land, Grounds, Tenements, and Hereditaments, and every of them, and every Part thereof respectively, with the Rights, Members, and Appurtenances, together also with the full Benefit and Advantage of all Covenants relating thereto respectively, to which the said *Charles Noel Welman* is now in any way entitled, shall be vested in and the same are hereby vested in the said *Charles Noel* Earl of *Gainsborough*, his Heirs and Assigns, to, upon, and for such and the same or the like several Uses, Trusts, Estates, Ends, Intents, and Purposes, and by, with, under, and subject to such and the same or the like several Limitations, Powers, Provisoes, Declarations, and Agreements, as in and by or under and by virtue of the said several Indentures, Wills, and Assurances respectively herein-before recited and mentioned, or any or either of them respectively, were respectively limited, declared, expressed, and contained of and concerning or respectively affect so many and such Parts of the said Estates mentioned in the said First Schedule to this Act as are now subject to or holden under the said recited Indenture of Demise of the Twenty-ninth Day of *June* One thousand eight hundred and thirty-eight, or such and so many of the same several Uses, Trusts, Estates, Ends, Intents, Purposes, Limitations, Powers, Provisoes, Declarations, and Agreements as are still subsisting undetermined and capable of taking effect, and to, upon, and for no other Use, Trust, Intent, or Purpose whatsoever, in lieu of and by way of Substitution or Exchange for the said Estates mentioned in the said First Schedule to this Act.

Proviso for Re-entry in case of Charles Noel Welman's Eviction from the Estates in the First Schedule.

III. Provided always, and be it enacted, That in case the said *Charles Noel Welman*, his Appointees, Heirs, or Assigns, shall at any Time hereafter be lawfully evicted from the peaceable and quiet Enjoyment of the said Estates mentioned in the said First Schedule to this Act, by reason of any prior Right or Title in any Person or Persons whomsoever in or to the same or otherwise howsoever, then and in such Case (unless the Eviction shall take place by or in consequence of some Act, Deed, Matter, or Thing to be made, done, committed, omitted, occasioned, or suffered after the passing of this Act by the said *Charles Noel Welman* or his Heirs, or by some Person or Persons lawfully and rightfully claiming some Estate, Right, Title, or Interest of, in, to, out of, or upon the same Estates by reason of any such Act, Deed, Matter, or Thing,) it shall be lawful for the said *Charles Noel Welman*, his Heirs, Appointees, or Assigns, so lawfully evicted as aforesaid, immediately after such Eviction to re-enter into and upon the said Messuages, Lands, Grounds, Tenements, and Hereditaments mentioned in the said Second Schedule to this Act, and the Entirety of the same, and every Part thereof, with the Rights, Members,

Members, and Appurtenances, to have, possess, and enjoy in Fee Simple, any thing in this Act contained to the contrary thereof in anywise notwithstanding.

Proviso for Re-entry in case of the Eviction from the Estates in the Second Schedule of the Parties entitled thereto under this Act.

IV. Provided also, and be it enacted, That in case any Person or Persons who shall be entitled to any Estate, Right, or Interest of, in, to, out of, or upon the said Messuages, Lands, Grounds, Tenements, and Hereditaments mentioned in the said Second Schedule to this Act shall at any Time hereafter be lawfully evicted from the peaceable and quiet Enjoyment of the same Messuages, Lands, Grounds, Tenements, and Hereditaments by reason of any prior Right or Title in any other Person or Persons whomsoever in or to the same, or otherwise howsoever, then and in such Case (unless the Eviction shall take place by or in consequence of some Act, Deed, Matter, or Thing to be made, done, committed, occasioned, or suffered after the passing of this Act by some Person or Persons who shall be so entitled as aforesaid, or by some Person or Persons lawfully and rightfully claiming some Estate, Right, Title, or Interest of, in, to, out of, or upon the same Messuages, Lands, Grounds, Tenements, and Hereditaments, by reason of any such Act, Deed, Matter, or Thing,) it shall be lawful for the Person or Persons so lawfully evicted as aforesaid, immediately after such Eviction, to re-enter into and upon the said Estates mentioned in the said First Schedule to this Act, and the Entirety of the same and every Part thereof, with the Rights, Members, and Appurtenances, to have, possess, and enjoy as in his, her, or their first or former Estate, any thing in this Act contained to the contrary thereof in anywise notwithstanding.

Customary Lands to be subject to usual Rents and Services.

V. Provided always, and be it enacted, That such Parts of the said Estates mentioned in the said First Schedule to this Act as are now of Customary Tenure shall not vest in *Charles Noel Welman* or the said *Charles Noel* Earl of *Gainsborough* until they shall respectively be admitted Tenants of the same according to the Custom of the Manor of which the same shall be holden, and such Parts of the said Estates shall be held subject to such Rents, Heriots, Fines, Suit of Court, and other Services as are due and accustomed in respect thereof according to the Custom of the said Manor of *Taunton* and *Taunton Deane*.

General Saving.

VI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Executors, Administrators, and Successors, (other than and except the said *Charles Noel Welman* and his Heirs, and all and every Persons and Person claiming or to claim any Estate, Right, Title, or Interest under or by virtue of the said several Indentures, Wills, and Assurances respectively herein-before recited and mentioned, or any or either of them respectively,) all such Estate, Right, Title, Interest, Claim, and Demand of, in, to, out of, or upon the said Estates, Messuages, Lands, Grounds, Tenements, and Hereditaments respectively mentioned in the said several Schedules to this Act, or any Part or Parts thereof respectively, as they or any of them respectively

tively had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been passed.

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

VII. 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.

Number.	Premises.	Computed Acres.	Quality.	Statute Acres.	Annual Value.	Annual Rent.
	Higher Howley:					
	IN PITMINSTER (Customary):			A. R. P.	£ s. d.	£ s. d.
56	House, Bartons, and Garden	$0\frac{1}{2}$		0 2 10		
57	Home Orchard	$0\frac{1}{2}$	O.	0 1 32		
60	Wood Orchard	$0\frac{1}{2}$	O.	0 2 34		
64	Cleansland Orchard	1	O.	0 3 25		
28	Woodland Orchard	$0\frac{1}{2}$	O.	0 2 39		
59	The Meadow	3	M.	2 2 5		
62	Footlands	2	M.	2 0 6		
30	Flesh Meadow	$0\frac{3}{4}$	M.	0 2 32		
16	Higher Meadow	2	M.	2 0 2		
15	Norid's Five Acres	5	M.	3 2 2		
14	Norid's Three Acres	3	M.	2 2 21		
58	Home Close	3	P.	3 1 12		
63	Cleansland	6	P.	5 2 31		
29	Great Close	8	P.	7 1 30		
61	Beazeland	4	A.	4 2 15		
33	Winterleigh	4	A.	4 0 15		
34	Copse Close	5	A.	5 1 1		
35	Long Acre	1	A.	0 3 32		
36	Chaffland	4	A.	4 2 13		
31	Culver Close	4	A.	4 3 36		
26	Horselands	$2\frac{1}{2}$	A.	2 2 39		
19	Three Acres	3	A.	2 2 0		
18	Six Acres	6	A.	5 2 2		
17	Linhay and Barton			0 0 11		
		$69\frac{1}{4}$		68 2 5		
	Lower Howley:					
	IN PITMINSTER (Customary):					
46	House, Barton, Garden, &c.			0 1 33		
47	Home Orchard		O.	0 2 33		
45	Two Acre Meadow	2	M.	1 2 18		
48	Little Oakey	2	M.	1 2 5		
44	Great Oakey	3	M.	2 3 21		
42	Four Acres	4	M.	3 2 35		
40	Bisway	6	M.	5 0 0		
13	Need's Meadow	4	M.	3 3 4		
43	Stoneham	5	P.	3 3 0		
41	Five Acres	5	P.	4 0 0		
39	String Bridge	3	P.	3 0 6		
11	Little Knowls	3	P.	3 0 0		
12	Great Knowls	4	P.	4 1 36		
10	Three-cornered Close	3	A.	3 1 0		
9	Long Three Acres	3	A.	4 0 28		
				45 1 19		
	IN TRULL (Freehold):					
6	Barn and Barton			0 0 24		
8	Little Shobley	2	A.	2 0 2		
7	Great Shobley	3	A.	3 1 0		
5	Seven Acres	7	A.	5 2 34		

Number.	Premises.	Computed Acres.	Quality.	Statute Acres. A. R. P.	Annual Value. £ s. d.	Annual Rent. £ s. d.
4	Adjoining Ditto	1½	A.	1 3 8		
3	Three Acres	3	A.	2 2 18		
2	Yonder Seven Acres	7	A.	6 1 19		
1	Lower Three Acres	3	A.	2 2 9		
				24 1 34		
	Hither Howley:					
	In Pitminster (Customary):					
38*a*	Barn and Linhay			0 1 8		
21	Three Acre Meadow	3	M.	2 1 9		
38	Home Meadow	3	M.	2 2 31		
37	Great Close	9	P.	8 3 9		
20	Four Acres	4	A.	4 3 0		
27	Broad Gate	5	A.	5 0 7		
22	Martin's Acres	1	A.	1 2 0		
				25 1 24		
	Middle Howley:					
	In Pitminster (Customary):					
49	House and Garden			0 2 7		
50	Home Orchard	3	O.	2 0 36		
51	Lower Ditto					
53	Nursery			0 0 36		
54	Home Meadow	6	M.	4 2 0		
55	Jutsomshays	3	M.	2 1 6		
52	Hookey	2	M.	1 2 25		
32	Woodland	3	P.	3 0 10		
				14 2 0		
	Cutliff's Farm:					
	In Pitminster (Freehold):					
	Western Six Acres		A.	5 0 11		
	Lilsdon Six Acres and other Plots, now in One Close.		A.	8 0 38		
	Hither Six Acres		A.	5 3 24		
	In Wilton (Freehold):					
	The Nine Acres		M.	8 0 18		
	The Ten Acres		A.	7 1 15		
	Lower Nine Acres, and Part of Oak Meadow thrown thereto.		M.	10 0 28		
	Part of Sweeting's Meadow		M.	1 2 33		
	Other Part of Ditto, fenced off		M.	0 0 30		
	Oak Meadow		M.	3 1 16		
	The Twelve Acres		A.	10 1 10		
	Little Three Acres and Four Acres, now in One Close.		M.	7 0 2		
	King's Close		A.	3 2 28		
	Square Four Acres and Garden Orchard, now in One Close.		P.	6 1 21		
	Hither Six Acres		M.	5 2 27		
	Upper Home Field		P.	5 1 8		
	Mow Barton		P.	0 2 20		
	Farm, Linhays, and Curtilage			0 2 0		
	House and walled Garden			0 1 36		
	Open Garden			0 1 29		
	Orchard			2 0 4		

Number.	Premises.	Computed Acres.	Quality.	Statute Acres.	Annual Value.	Annual Rent.
				A. R. P.	£ s. d.	£ s. d.
	Five Acre Meadow		M.	3 2 32		
	Lower Home Field		P.	7 0 30		
	Caddis		A.	5 3 32		
	Brick Meadow		M.	3 0 32		
	Shurford Orchard			1 1 3		
	Cottage and Garden			0 0 26		
	Young Orchard			0 1 1		
	Plantation			0 1 3		
	Shurford Meadow		M.	3 0 10		
	Hither Shurford Close		A.	3 0 20		
	Middle Shurford Close and Shurford Three Acres, now in one.		A.	9 0 28		
	Half Acre Meadow, in Taunton St. Mary Magdalen.		M.	0 2 32		
				130 2 7	609 0 0	514 0 0

The Value of the Timber and Underwood is - - - £576 0 0

John Easton.

The SECOND SCHEDULE referred to.

Number.	——	Quality.	Quantity.	Annual Value.	Annual Rent.
	In Weston Zoyland (Freehold): CHARLES BULPIN, Occupier.		A. R. P.	£ s. d.	£ s. d.
22	House, Garden, Bartons, &c.		1 3 7		
589	At Place	M.	15 0 8		
598	Garden	G.	0 1 29		
599	Orchard	O.	0 3 28		
600	Garden	G.	0 0 38		
601	At Lake Wall	M.	3 2 0		
611	At Lake Wall	P.	1 1 17		
693	At Little Drove	P.	1 2 12		
694	At Little Drove	P.	6 0 28		
695	At Lake Wall	P.	4 3 22		
697	At Lake Wall	P.	4 1 13		
700	At Little Drove	P.	1 2 25		
743	Garden	G.	0 0 34		
745	Orchard	O.	1 0 22		
746	At Lake Wall	P.	5 0 33		
214	Benzoy	P.	21 2 5		
215	Benzoy	P.	16 3 13		
216	At Longmoor	P.	16 3 15		
217	At Longmoor	P.	14 2 4		
218	At Longmoor	P.	14 1 36		
385	Whifferland	A.	7 1 0		
386	Whifferland	A.	9 1 12		
391	Whifferland	A.	6 2 17		
387	At Broadway	A.	2 0 0		
388	At Broadway	A.	3 0 0		
389	At Broadway	A.	11 0 27		
550	Barton, &c.		0 1 17		
			172 1 22		

Number.	——	Quality.	Quantity.	Annual Value.	Annual Rent.
	JAMES MOUNTSTEVENS, Occupier.		A. R. P.	£ s. d.	£ s. d.
518	New Close	A.	15 3 5		
517	At Shave	P.	2 0 12		
516	At Shave	P.	2 0 24		
514	At Shave	P.	7 1 35		
413	At Broadway	A.	3 2 38		
414	At Shave	A.	0 1 31		
415	At Shave	A.	2 1 0		
417	At Shave	A.	3 0 0		
559	At Place Drove	P.	1 2 5		
560	At Place Drove	P.	1 0 13		
562	At Place Drove	P.	2 2 16		
567	At Place Drove	P.	4 0 13		
573	At Place Drove	P.	1 2 5		
574	At Place Drove	P.	1 2 21		
575	At Broad Drove	P.	3 0 37		
584	At Place Drove	P.	2 3 21		
			55 1 36		
	JAMES LUCKES, Occupier.				
20	Orchard	O.	1 3 2		
21	House and Garden	HO. & O.	0 3 3		
627	At Little Drove	P.	2 0 4		
624	At Little Drove	P.	1 3 0		
623	At Little Drove	P.	1 3 0		
622	At Little Drove	P.	3 1 15		
630	At Middle Drove	P.	2 2 3		
663	At Middle Drove	P.	6 1 12		
675	At Little Drove	P.	3 1 33		
667	At Middle Drove	P.	5 1 11		
669	At Middle Drove	P.	4 2 24		
670	At Little Drove	P.	3 1 24		
671	At Little Drove	P.	3 1 12		
704	At Middle Drove	P.	4 0 3		
727	At Little Drove	P.	2 2 20		
337	Liver's Way	A.	22 0 11		
336	Orchard	O.	0 1 18		
			69 1 35		
	JOSEPH NICHOLAS.				
615	Place Leaze	P.	1 2 27		
616	Place Leaze	P.	1 2 29		
617	Place Leaze	P.	5 0 12		
620	At Little Drove	P.	3 2 0		
681	At Little Drove	P.	2 3 0		
358	At Slough	A.	0 3 13		
359	At Slough	A.	0 3 29		
360	In Slough	A.	2 2 25		
36	House and Garden	HO. &c.	0 1 36		
			19 2 11	671 0 0	830 0 0

John Easton.

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