ANNO SEXTO & SEPTIMO

VICTORIÆ REGINÆ.

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hundred, and the Release being tripartite, and made or mentioned to be made between the said Duke of the First Part, the Right Honourable *Sidney* Lord *Godolphin* and *William Walsh* (both then deceased) of the Second Part, and the Reverend Doctor *William Talbot* Bishop of *Oxford* (then Bishop of *Salisbury*) and Sir *John Talbot* and *John Arden* (both then deceased) of the Third Part, after Failure of Issue Male of his Body, and other Uses then determined, did settle all and every the Manors, Messuages, Farms, Advowsons, Rectories, Tithes, Lands, Tenements, and Hereditaments whatsoever of the said *Charles* Duke of *Shrewsbury*, situate, lying, and being in the several Counties of *Salop*, *Worcester*, *Berks*, *Chester*, *Stafford*, *Oxford*, *Wilts*, and *Derby*, any or either of them, or elsewhere in the Kingdoms of *England* or *Ireland*, whereof or wherein the said Duke, or any other Person or Persons in Trust for him, had any Estate of Inheritance in Possession, Reversion, Remainder, or Expectancy, together with all and singular their and every of their Rights, Royalties, Franchises, Privileges, Members, and Appurtenances, to the Uses following; (that is to say,) to the Use and Behoof of *George Talbot* Esquire (Third Son of *Gilbert Talbot* of *Batchcoate* in the County of *Worcester*, Esquire, Uncle of the said *Charles* Duke of *Shrewsbury*,) for his Life, without Impeachment of Waste, Remainder to Trustees to preserve contingent Remainders, Remainder to the First and other Sons of the said *George Talbot* successively in Tail Male, and for Want of such Issue to the Use of *John Talbot* Esquire (eldest Son and Heir of *Thomas Talbot* Esquire, then late of *Longford* in the County of *Salop*, deceased,) for his Life, without Impeachment of Waste, Remainder to Trustees to preserve contingent Remainders, Remainder to the First and other Sons of the said *John Talbot* successively in Tail Male, and for Want of such Issue to the Use of the said Sir *John Talbot*, Party to the said Indenture, for Life, with Remainder to his First and other Sons successively in Tail Male, and for Want of such Issue to the Use of the said *Charles* Duke of *Shrewsbury*, his Heirs and Assigns for ever, with Powers to make Jointures and Leases as therein mentioned; and also reciting that the said *Charles* Duke of *Shrewsbury*, in and by his last Will and Testament in Writing, bearing Date on or about the Nineteenth Day of *July* which was in the Year of our Lord One thousand seven hundred and twelve, reciting that since the making of the said recited Settlement he had purchased the Manors or Lordships of *Dunthropp* alias *Dunthorpe* and *Showell* alias *Sowell*, and divers Freehold Messuages, Granges, Lands, Tenements, and Hereditaments lying and being in the Parishes, Villages, Fields, and Hamlets of *Heathropp*, *Swarford*, *Great Tewe*, and *Little Tewe*, and elsewhere in the County of *Oxford*, and likewise had purchased a Tenement or Farm called *Broadstone Farm*, lying and being in the Town and Fields of *Dunthropp*, *Chalkford*, *Lidstone*, and *Broadstone*, in the said County of *Oxford*, which was held by Lease from the Principal and Scholars of *King's Hall*, College of *Brazen Nose*, in the University of *Oxford*, which he was desirous should be settled, limited, and enjoyed to the same Uses and by the same Person and Persons as his Manors, Messuages, Lands, and Hereditaments mentioned and comprised in the said recited Indenture tripartite were settled and limited unto and upon, did thereby give and devise all

his aforesaid Manors, Messuages, Lands, Tenements, and Freehold Hereditaments by him purchased as aforesaid, lying and being in the Parishes, Villages, Fields, and Hamlets of *Heathropp*, *Swarford*, *Great Tewe*, and *Little Tewe*, and elsewhere in the County of *Oxford*, to the said *William Talbot* Lord Bishop of *Oxford*, Sir *John Talbot*, and *John Arden*, and their Heirs, to the Use of the Person and Persons, and subject to the same Limitations, Powers, Provisoes, and Restrictions, as the Manors, Lands, and Hereditaments mentioned and comprised in the aforesaid Indenture tripartite were limited and settled, and thereby did give and devise all his Estate, Right, Title, Interest, and Term of Years, of, in, and unto certain Messuages, Lands, and Tenements called *Broadstone Farm*, to the said Trustees, their Executors and Administrators, upon Trust that they should from Time to Time and at all Times permit and suffer such Person and Persons as should by virtue of the aforesaid Devise be entitled to hold and enjoy the aforesaid Freehold Premises to receive, take, and enjoy the Rents, Issues, and Profits of the said Farm; and further reciting in the said Will that by the aforesaid Indenture tripartite all his Manors, Lands, Tenements, and Hereditaments in the Counties of *Chester*, *Stafford*, *Oxford*, and *Wilts*, and elsewhere in the Kingdoms of *England* and *Ireland*, whereof no Use was therein-before limited, stood charged, after his Decease, and Failure of Issue Male of his Body, with the Payment of such just Debts as then should be owing by him, and which his Personal Estate should not be sufficient to pay, and all Annuities and other Sums of Money he should give or appoint to be raised by Deed or Will attested by Two or more credible Witnesses, he the said Duke did bequeath to his Servants and others several Annuities for their respective Lives; and further reciting in the said Act that the said *Charles* Duke of *Shrewsbury*, on or about the First Day of *February* One thousand seven hundred and seventeen, departed this Life, without leaving any Issue, whereby the Honour, Title, and Dignity of Earl of *Shrewsbury*, and the Reversion and Inheritance of the settled Manors, Lands, Tenements, Hereditaments, and Premises, descended and came to the Right Honourable *Gilbert* then Earl of *Shrewsbury*, eldest Son and Heir of the said *Gilbert Talbot* of *Batchcoate* aforesaid, Esquire, Uncle of the said Duke; and further reciting in the said Act that the Personal Assets of the said Duke were sufficient to pay the said Duke's Debts, Funeral, and Legacies, with a very great Overplus, so that the Manors, Lands, Tenements, and Hereditaments by the said recited Indenture tripartite of Settlement and last Will and Testament subject to the Payment of the said Annuities thereon charged ought to be enjoyed by the said *George Talbot* and such other Persons and in such Manner as the same were thereby settled; and further reciting in the said Act that the said Sir *John Talbot* died without Issue Male in the Lifetime of the said Duke of *Shrewsbury*; and further reciting in the said Act that the said *Gilbert* Earl of *Shrewsbury* was resolved not to marry, and, being desirous to pay a due Observance to the Intentions of the said Duke expressed in his said Settlement and Will, had persuaded the said *George Talbot* his younger Brother to marry the Honourable *Mary Fitzwilliam*, Sister to the Right Honourable *Richard* Lord Viscount *Fitzwilliam* of *Merion* in the Kingdom of *Ireland*, and

that

that by Indentures of Lease and Release, bearing Date respectively the Third and Fourth Days of *March* in the Year of our Lord One thousand seven hundred and eighteen, and the Release being quinquepartite, and made or mentioned to be made between the said *Gilbert* Earl of *Shrewsbury* and *George Talbot* of the First Part, the said *Richard* Lord Viscount *Fitzwilliam* and *Mary Fitzwilliam* of the Second Part, the Right Honourable *George* Earl of *Cardigan*, *William* Lord Bishop of *Salisbury*, Sir *John Stanley* Knight, and *Charles Talbot* Esquire (eldest Son and Heir Apparent of the said *William* Lord Bishop of *Salisbury*) of the Third Part, the Right Honourable *Richard* Lord *Lumley* and the said *John Talbot* of the Fourth Part, Sir *John Webb* Baronet, *George Pitt* Esquire, and *Neville Ridley* Esquire of the Fifth Part, reciting therein the said Settlement and Will made by the said *Charles* Duke of *Shrewsbury* in consideration of a Marriage then intended between the said *George Talbot* and *Mary Fitzwilliam*, and Thirteen thousand Pounds Portion, they the said *Gilbert* Earl of *Shrewsbury*, *George* Earl of *Cardigan*, *William* Lord Bishop of *Salisbury*, and Sir *John Stanley*, according to their respective Estates and Interests, did grant and convey unto the said *Richard* Lord *Lumley* and *Neville Ridley* and their Heirs all those the said Manors of *Dunthropp* and *Showell* alias *Sowell* in the County of *Oxford*, and all the said Freehold Messuages, Granges, Lands, Tenements, and Hereditaments situate, lying, and being in the Parishes, Villages, Fields, and Hamlets of *Heathropp*, *Swarford*, *Great Tewe*, and *Little Tewe*, in the said County of *Oxford*, and also all and every the said Manors, Freehold Messuages, Farms, Advowsons, Rectories, Tithes, Lands, Tenements, and Hereditaments, situate, lying, and being in the several Counties of *Salop*, *Worcester*, *Berks*, *Chester*, *Stafford*, *Oxford*, and *Wilts*, or elsewhere in the Kingdom of *Great Britain* or *Ireland*, (except all Manors, Lands, Tenements, and Hereditaments in the County of *Middlesex*, and except the said Leasehold Farm called *Broadstone Farm*, and also except the Manor of *Cooksey*, and all and every the Messuages, Cottages, Mills, Lands, Tenements, Meadows, Leasows, Closes, Coppices, Wood Grounds, Bullaries of Salt Water or Salt Flatts, Walling, Rents, and Hereditaments whatsoever, which were then late the Estate of the Honourable *Gilbert Talbot* Esquire, deceased, late Father of the said *Gilbert* Earl of *Shrewsbury* and *George Talbot*, situate, lying, and being in *Cooksey*, *Upton Warren*, *Elmbridge*, *Piershall Green*, *Timber Hanger*, *Bromsgrove*, *Dodderhill*, and *Droitwich*, and elsewhere in the said County of *Worcester*, and other the Manors, Lands, Tenements, and Hereditaments which were the Estate and Inheritance of *Gilbert Talbot* then late of *Batchcoate* in the said County of *Worcester*, Esquire, deceased, Father of the said *Gilbert* Earl of *Shrewsbury* and *George Talbot*,) to hold (except as before excepted) to the said *Richard* Lord *Lumley* and *Neville Ridley* and their Heirs to the Uses following; (that is to say,) immediately after the Solemnization of the said Marriage then as for, touching, and concerning the said Manors, Lands, Tenements, and Hereditaments in the said Counties of *Salop*, *Worcester*, and *Berks*, to the Use of the said *Richard* Lord Viscount *Fitzwilliam* and *George Pitt*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years if the said *George Talbot* and *Mary Fitzwilliam* should jointly

jointly so long live, upon Trust to raise the annual Sum of Four hundred Pounds, Tax-free, for the said *Mary*, during the said Term, for her separate Use, and upon further Trust to permit and suffer the said *George Talbot* to receive the Residue of the Rents and Profits during the said Term; and as for, touching, and concerning the said Manors, Lands, Tenements, and Hereditaments limited in Use to the said *Richard* Lord Viscount *Fitzwilliam* and *George Pitt* for Ninety-nine Years, determinable as aforesaid, and as for and concerning all and every other the said Manors, Lands, Tenements, Hereditaments, and Premises by the said Indenture bargained and sold (except as therein was excepted), to the Use of the said *George Talbot* for Life, without Impeachment of Waste, Remainder to Trustees to preserve contingent Remainders; and after his Decease to the Use, Intent, and Purpose that the said *Mary Fitzwilliam* should have and receive out of all the said Manors, Lands, Tenements, Hereditaments, and Premises the annual Sum of One thousand five hundred Pounds, Tax-free, for her Life, for her Jointure, with Power of Distress for Nonpayment thereof, and, charged and chargeable therewith, to the Use of the said *Richard* Lord Viscount *Fitzwilliam* and *George Pitt*, their Executors, Administrators, and Assigns, for Two hundred Years, without Impeachment of Waste, for the better raising the said Rent-charge of One thousand five hundred Pounds, and securing the same; and after the Expiration or other sooner Determination of the said Term of Two hundred Years, to the Use of the First and other Sons of the said *George Talbot* on the Body of the said *Mary Fitzwilliam* to be begotten, in Tail Male successively; and for Want of such Issue, as to the said Manors, Lands, Tenements, and Hereditaments in the said Counties of *Worcester*, *Salop*, and *Berks*, to the Use of the said *Richard* Lord Viscount *Fitzwilliam*, Sir *John Webb*, and *George Pitt*, their Executors, Administrators, and Assigns, for Five hundred Years, without Impeachment of Waste, upon Trust for raising Twenty thousand Pounds and Maintenance for the Daughters of the said *George Talbot* on the Body of the said *Mary Fitzwilliam* to be begotten, in case they should have no Issue Male; and as to the said Manors, Lands, Tenements, and Hereditaments in the said Counties of *Worcester*, *Salop*, and *Berks*, from and after the Determination of the said Term of Five hundred Years, and all other the said Manors, Lands, Tenements, and Hereditaments, from and after the several Determinations of the several Estates therein-before limited, to the Use of the First and all other the Sons of the said *George Talbot* on the Body of any after-taken Wife to be begotten, in Tail Male successively; and for Want of such Issue to the Use of the said *John Talbot* of *Longford* for and during the Term of his natural Life, without Impeachment of Waste, Remainder to Trustees to preserve contingent Remainders, Remainder to the First and other Sons of the said *John Talbot*, in Tail Male successively; in which said Indenture of Release there was comprised a Power to the said *George Talbot*, and also to the said *John Talbot* when he should be in the actual Possession of the said Manors and Premises, to make Jointures to any Women they should marry, not exceeding the yearly Value or Sum of Two thousand Pounds a Year, with Power also to lease the said Manors, Lands, Tenements, and Hereditaments (except as therein is excepted) for Twenty-one Years

or Three Lives; and by the said Indenture the said *William* Lord Bishop of *Salisbury* did assign the said Lease of *Broadstone Farm* to the said Lord *Lumley* and *Neville Ridley*, upon Trust that they should permit and suffer such Persons as by virtue of the aforesaid Limitations held and enjoyed the Freehold Premises thereby granted to receive and take the Rents, Issues, and Profits of the said Farm; and reciting in the said Indenture of Release that after the Deaths of *Gilbert* Earl of *Shrewsbury*, *George Talbot*, and *John Talbot*, and Failure of Issue Male of their respective Bodies, the Title, Honour, and Dignity of Earl of *Shrewsbury* would, by virtue of Letters Patent of Creation of the said Earldom made and granted by King *Henry* the Sixth to *John* First Earl of *Shrewsbury* and the Heirs Male of his Body, by Course of Descent and *per formam doni* come to the said *William* Lord Bishop of *Salisbury* and the Heirs Male of his Body, it was by the said Indenture agreed, that the said *Gilbert* Earl of *Shrewsbury*, *George Talbot*, *John Talbot*, *William* Lord Bishop of *Salisbury*, and *Charles Talbot* should use their humble Application for obtaining a Private Act of Parliament, and give their Consent thereunto, for settling the said Manors, Lands, Tenements, Hereditaments, and Premises on the said *William* Lord Bishop of *Salisbury* and the Issue Male of his Body, after the Death of the said *Gilbert* Earl of *Shrewsbury*, *George Talbot*, and *John Talbot*, and Failure of Issue Male of their Bodies, in such Manner as should be advised; and further reciting in the said Act that the said *Gilbert* Earl of *Shrewsbury* was desirous that the said Settlement should be further extended in such Manner as was therein-after mentioned, and that the said Manors, Lands, Tenements, and Hereditaments should be annexed to and go along with the said Honour, Title, Name, and Dignity of Earl of *Shrewsbury*, in such Manner as was therein-after expressed, for the better and more honourable Support of the said Name, Dignity, and Title, which could not be done without an Act of Parliament, it was by the said Act enacted, that the said recited Indentures of Lease and Release of the Third and Fourth Days of *March* One thousand seven hundred and eighteen, and all and every the Uses, Trusts, and Estates therein mentioned, limited, and declared, were and should be thereby ratified and confirmed, and that the said *George Talbot* and his First and other Sons, and the Heirs Male of their Bodies respectively, and the said *Mary* his Wife, and the said *John Talbot* of *Longford*, and his First and other Sons, and the Heirs Male of their Bodies respectively, and all and every other Person or Persons to whom any Use, Trust, Estate, Rent, Remedy for the same, or other Power or Interest was by the said recited Marriage Settlement granted or limited, should be enabled to take, hold, and enjoy, and should have, hold, and enjoy, the said Manors, Lands, Tenements, Hereditaments, and Premises respectively according to the true Intent and Meaning of the said Marriage Settlement, any Law or Statute to the contrary thereof notwithstanding, subject nevertheless to the Jointure of the Most Noble *Adeleida* Duchess of *Shrewsbury* for her Life, and to several Annuities charged on some of the said Manors by the said last Will and Testament of the said Duke of *Shrewsbury*, and to the Remedies thereby given for recovering the same; and it was thereby further enacted, that after the Decease of the said *George Talbot* and *John Talbot*,

Talbot, and Failure of Issue Male of their respective Bodies, all and every the Manors, Messuages, Farms, Advowsons, Rectories, Tithes, Lands, Tenements, and Hereditaments whatsoever of the said Duke, situate, lying, and being in the several Counties of *Salop*, *Worcester*, *Berks*, *Chester*, *Stafford*, *Oxford*, *Wilts*, and *Derby*, any or either of them, or elsewhere in the Kingdoms of *Great Britain* and *Ireland*, whereof or wherein the said Duke at the Time of his Decease, or any other Person or Persons in Trust for him, had any Estate of Inheritance, in Possession, Reversion, Remainder, or Expectancy, together with all and singular their and every of their Rights, Royalties, Franchises, Privileges, Members, and Appurtenances, (except all Lands, Tenements, and Hereditaments in the County of *Middlesex*, and also except the Manor of *Cooksey*, and all and every the Messuages, Cottages, Mills, Lands, Tenements, Meadows, Leasows, Closes, Coppices, Woods, Wood Grounds, Bullaries of Salt Water or Salt Flatts, Walling, Rents, and Hereditaments whatsoever, which were then late the Estate of the Honourable *Gilbert Talbot* Esquire, deceased, then late Father of the said *Gilbert* Earl of *Shrewsbury* and *George Talbot*, situate, lying, and being in *Cooksey*, *Upton Warren*, *Elmbridge*, *Piershall Green*, *Timber Hanger*, *Bromsgrove*, *Dodderhill*, and *Droitwich*, or elsewhere in the said County of *Worcester*,) charged nevertheless and chargeable with the Rent-charges of One thousand two hundred Pounds a Year and One thousand five hundred Pounds a Year to the said Duchess of *Shrewsbury* and *Mary Talbot*, Wife of the said *George Talbot*, and subject to the said Annuities given by the said Duke, and to the respective Remedies for recovering the same respectively, and to such Jointures, Leases, Rent-charges, and other Charges and Estates as should by virtue of the Powers in the said recited Indenture quinquepartite of Release dated the Fourth Day of *March* One thousand seven hundred and eighteen, or in the said Act, be granted, made, or charged thereon or on any Part thereof, should be and remain to the Use of the said *Gilbert* Earl of *Shrewsbury* during his Life, without Impeachment of Waste, with Remainder to the Use of the said *Richard* Lord *Lumley* and his Heirs during the natural Life of the said *Gilbert* Earl of *Shrewsbury*, upon Trust to preserve the contingent Remainders; and from and after his Decease to the Use of the First and other Sons of the said *Gilbert* Earl of *Shrewsbury*, successively in Tail Male; and for Default of such Issue, to the Use and Behoof of all and every Person and Persons, being Issue Male of the Body of the said *John* First Earl of *Shrewsbury*, to whom the said Title, Honour, and Dignity of Earl of *Shrewsbury* should, after the Decease of the said *Gilbert* Earl of *Shrewsbury*, *George Talbot*, and *John Talbot*, without Issue Male of their respective Bodies, by virtue of the said Letters Patent of Creation of the said Earldom, descend and come, severally and successively, one after another, as they and every of them should succeed to and inherit the said Earldom, and of the several and respective Heirs Male of the Body of all and every such Person and Persons issuing, to attend and wait upon the said Earldom, and to be annexed to and descend with the same; and it was thereby further enacted, that neither the First or any other Son or Sons of the Body of the said *George Talbot*, Son of the said *Gilbert Talbot*, or of the Body of the said *John Talbot* of *Longford*, nor any

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the Heirs Male of the Body or Bodies of any such Son or Sons, nor any other Person or Persons, his or their Heirs Male of his or their Body or Bodies issuing, to whom any Estate of Inheritance of or in the Premises or any Part thereof should thereafter come, descend, or accrue by force or means of the said Act, should alien, give, grant, bargain, sell, or otherwise convey away any of the said Manors, Messuages, Advowsons, Tithes, Lands, Tenements, Hereditaments, or any other the Premises thereby settled, or any Part thereof, nor any other Thing do which should be to the Disinherison of the Heirs inheritable by force of the said recited Settlement or the said Act, or of any Person or Persons to whom any Remainder was limited by the said recited Settlement or by the said Act, or whereby any of them should be barred or put from Entry into the Premises, and that all and every Alienation, Conveyance, Fine, Recovery, Gift, Grant, Bargain and Sale, and every other Act whatsoever, to be made, suffered, or done by any of the Persons respectively to whom the Premises were respectively before assured, conveyed, or limited by the said recited Settlement or the said Act, should be for ever after the Decease of the Alienor utterly void, and should be so deemed and adjudged in the Law: Provided nevertheless, that neither the First nor any other Son or Sons of the Body of the said *George Talbot*, or of the Body of the said *John Talbot*, or of the Body of the said *Gilbert* Earl of *Shrewsbury*, nor any Heirs Male of the Body or Bodies of any such Son or Sons issuing, nor any other Person or Persons, his or their Heirs Male of his or their Body or Bodies issuing, to whom any Estate of Inheritance of or in the Premises or any Part thereof should thereafter come, descend, or accrue by force or means of the said Act, who should within Six Months after he or they should attain the Age of Eighteen Years take the Oaths appointed to be taken instead of the Oaths of Supremacy and Allegiance by an Act of Parliament made in the First Year of the Reign of their then late Majesties King *William* and Queen *Mary*, intituled *An Act for abrogating the Oaths of Supremacy and Allegiance, and appointing other Oaths*, and also subscribe the Declaration set down and expressed in an Act of Parliament made in the Thirtieth Year of the Reign of the then late King *Charles* the Second, intituled *An Act for the more effectual preserving the King's Person and Government, by disabling Papists from sitting in either House of Parliament*, to be by him or them made, repeated, and subscribed in the Court of Chancery or King's Bench, or Quarter Sessions of the County where he or they should reside, and who should from thenceforth continue a Protestant until he or they attained the Age of Twenty-one Years, should, after he or they should attain the said Age, and while he or they continued Protestants, be disabled from aliening, giving, granting, bargaining, selling, or otherwise conveying away the said Manors, Messuages, Advowsons, Tithes, Lands, Tenements, and Hereditaments, or any other the Premises thereby settled, or any Part thereof, but might alien, give, grant, bargain, sell, or otherwise convey away the same Premises or any Part thereof as freely and absolutely as he or they might have done if the said Act now in recital had never been made: Provided also, that no Person or Persons should be disabled to execute all or any of the Powers expressed in the said recited Settlement, or any Powers by the Act now in recital given, and which were thereby

1 W. & M. Sess. 1. c. 8.

30 Car. 2. Stat. 2.

or

or should be by express Words vested in him or them, nor should any Acts to be done by them pursuant to and in the Execution of the said Powers or any of them be rendered or deemed void: Provided always, and it was further enacted, that it should be lawful for the First and all and every other Son and Sons of the Body of the said *George Talbot*, Son of the said *Gilbert Talbot*, to be begotten, and the several and respective Heirs Male of the Body or Bodies of all and every such Son and Sons issuing, and to and for the First and all and every the Son and Sons of the Body of the said *John Talbot* of *Longford* lawfully to be begotten, and the several and respective Heirs Male of the Body or Bodies of all and every such Son and Sons issuing, and also to and for all and every other Person and Persons to whom the said Manors, Lands, Tenements, Hereditaments, and Premises were by the said Act limited successively as aforesaid, when they should respectively be in the actual Possession of the Freehold of the said Manors, Lands, Tenements, Hereditaments, and Premises, by any Deed or Deeds, Writing or Writings, to be by them respectively signed, sealed, and executed in the Presence of Two or more credible Witnesses, to grant, limit, or appoint so much of or out of the said Manors, Lands, Tenements, Hereditaments and Premises (other than and except the said Manors, Lands, Tenements, and Hereditaments in the County of *Oxford*,) as should not exceed the yearly Value of Two thousand Pounds, subject to such Jointures, Leases, Charges, and Estates as should happen to be thereof made by virtue of any of the Powers contained in the said recited Settlement or in the said Act contained, unto and to the Use of any Woman or Women which he or they should marry, for the Lives of such Women respectively only, for her or their Jointure or Jointures, such Assignments, Limitations, and Appointments to be made before or after Marriage, and to take effect respectively from and after the Death of the said Persons who should make the same, so as every such Jointure should respectively be made and expressed to be and should be accepted by such Woman or Women respectively in full Recompence, Lieu, and Satisfaction of her or their Dower and Thirds at Common Law which she or they might otherwise have, claim, challenge, or demand, of, in, to, or out of all or any of the said Manors, Lands, Tenements, Hereditaments, and Premises: Provided also, and it was further enacted, that it should be lawful for the First and all and every other Son and Sons of the Body of the said *George Talbot* lawfully to be begotten, and the several and respective Heirs Male of the Body or Bodies of all and every such Son or Sons lawfully issuing, and to and for the First and all and every other Son and Sons of the Body of the said *John Talbot* of *Longford* lawfully to be begotten, and the several and respective Heirs Male of the Body or Bodies of all and every such Son and Sons lawfully issuing, and also to and for all and every other Person or Persons to whom the said Manors, Lands, Tenements, Hereditaments, and Premises were limited by the said Act successively as aforesaid, by any Deed or Deeds, Writing or Writings, by them respectively to be signed in the Presence of Two or more credible Witnesses, to demise or lease all or any Part or Parts of the said Manors, Lands, Tenements, Hereditaments, and Premises whereof the Person making such Lease should be actually possessed, except the Capital Mes-

suage, Outhouses, Gardens, and Park of *Heathropp* in the County of *Oxon*, to any Person or Persons, in Possession, and not in Reversion, for the Term of Three Lives or Twenty-one Years, or for any Term or Number of Years determinable upon the Death or Determination of Three Lives, so as upon all and every such Lease and Leases there should be reserved and made payable yearly during the Continuance thereof the usual and accustomed yearly Rents, Boons, and Services for the same, and so as in every such Lease there should be contained a Condition of Re-entry for Non-payment of the said Rent and Rents thereby to be reserved, and so as the Lessee and Lessees to whom such Lease and Leases shall be made did seal and execute Counterparts of such Lease and Leases: And whereas the said *George Talbot*, the Son of *Gilbert Talbot* of *Batchcoate*, died in or about the Year One thousand seven hundred and thirty-three, leaving Issue by the said *Mary* his Wife Six Sons, *videlicet*, *George Talbot* afterwards *George* Earl of *Shrewsbury*, *Charles Talbot*, *John Talbot*, *James Talbot*, *Francis Talbot*, and *Thomas Talbot*, and also several Daughters: And whereas the said *Gilbert* Earl of *Shrewsbury*, *John Talbot* of *Longford*, *George Talbot* afterwards Earl of *Shrewsbury*, *John Talbot*, *James Talbot*, and *Thomas Talbot* respectively died without leaving Issue: And whereas the said *Charles Talbot* died leaving Issue, *videlicet*, *Charles Talbot* afterwards *Charles* Earl of *Shrewsbury*, and Two other Sons, *videlicet*, *George Talbot* and *John Joseph Talbot*: And whereas the said *Charles Talbot* the Son in the Year One thousand seven hundred and eighty-seven succeeded to the said Earldom as Heir Male of the Body of the said *George Talbot*, the Son of the said *Gilbert Talbot* of *Batchcoate*, and the said *Charles* Earl of *Shrewsbury* and the said *George Talbot* his Brother died without leaving Issue: And whereas the said *John Joseph Talbot* died in or about the Year One thousand eight hundred and fifteen, leaving Issue, *videlicet*, *John Talbot* the present Earl of *Shrewsbury*, and Two other Sons, *videlicet*, *George Henry Talbot* and *James Cavendish Talbot*, and the said *James Cavendish Talbot* died without leaving Issue, and the said *George Henry Talbot* died in or about the Year One thousand eight hundred and thirty-nine, leaving Issue, *videlicet*, *John Talbot*, an only Son, who is now living: And whereas the said *Francis Talbot* died in or about the Year One thousand eight hundred and twenty, leaving Issue Two Sons, namely, *Francis William Talbot* and *Charles Thomas Talbot*, and the said *Francis William Talbot* died without leaving Issue: And whereas by an Indenture bearing Date the Eighteenth Day of *June* One thousand eight hundred and thirty, and made or expressed to be made between the said *Charles Thomas Talbot* and *Julia* his Wife of the First Part, Sir *Henry Joseph Tichborne* Baronet of the Second Part, and *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile* of the Third Part, it is witnessed, that for declaring the Trusts of Three several Sums of One thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, and the Interest thereof, therein-before respectively assigned to the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, and of the Sum of Four thousand Pounds, secured to them by a Bond of the said *Charles Thomas Talbot*, therein-before recited, it is thereby agreed and declared that the said *Joseph Thaddeus Lord Dormer* and *George Fortescue Turvile*, their Executors and

and Administrators, should stand possessed of and interested in the same Three several Sums of One thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, and the said Sum of Four thousand Pounds, upon Trust that the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, or the Survivor of them, or the Executors or Administrators of such Survivor, upon Receipt of the said Sums of One thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, One thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, One thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, and Four thousand Pounds, respectively, should, with the Consent of the said *Charles Thomas Talbot* and *Julia* his Wife, or of the Survivor of them, and after the Decease of such Survivor by and of the proper Authority of the said Trustees or Trustee for the Time being, lay out and invest the same in the Names or Name of the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, or of the Survivor of them, or the Executors or Administrators of such Survivor, in the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England* or *Wales*, and should from Time to Time, with such Consent as aforesaid, or of their or his own proper Authority, as the Case might be, alter, vary, and transpose the said Stocks, Funds, or Securities in, for, or upon Stocks, Funds, or Securities of the same or the like Nature, when and as often as they or he should think proper, and should stand possessed of the said Sums of One thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, One thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, One thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, and Four thousand Pounds, and the Stocks, Funds, and Securities of which the same should from Time to Time consist, and the Interest, Dividends, and annual Produce thereof, upon Trust to permit and suffer or authorize and empower the said *Charles Thomas Talbot* or his Assigns during his Life to receive and take the Interest, Dividends, and annual Produce of the said Sums of One thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, One thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, One thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, and Four thousand Pounds, or the Stocks, Funds, or Securities in or upon which the same should be respectively invested, and from and after the Decease of the said *Charles Thomas Talbot* to stand possessed of and interested in the said Sums of One thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, One thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, One thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, and Four thousand Pounds, Stocks, Funds, and Securities, and the Interest, Dividends, and annual Produce thereof, in Trust for the Child or Children of the said Marriage, in manner therein and in part herein-after mentioned; (that is to say,) in case there should be Two or more Children of the said Marriage, then in Trust for all and every such Children, in such Parts, Shares, and Proportions, or for any One or more of such Children in exclusion of any other or others of them, and at such Age or Ages, Days or Times, and subject to such Conditions,

ditions, Charges, and Limitations for the Benefit of some or One of the said Children, and in such Manner, as the said *Charles Thomas Talbot* and *Julia* his Wife should in manner therein mentioned jointly direct or appoint, and for Want of such joint Direction or Appointment then as the said *Charles Thomas Talbot* at any Time or Times after the Decease of the said *Julia* his Wife should in manner therein mentioned direct or appoint, and for Want of such Direction or Appointment in Trust for all and every the said Children of the said Marriage, equally to be divided between or among them, Share and Share alike, the Share or Shares of such of them as should be a Son or Sons to be an Interest or Interests vested in him or them respectively at his or their Age or respective Ages of Twenty-one Years, and the Share or Shares of such of them as should be a Daughter or Daughters to be an Interest or Interests vested in her or them respectively at her or their Age or respective Ages of Twenty-one Years, or Day or respective Days of Marriage, which should first happen, and to be transferred and assigned to them respectively at or on the same Ages, Days, or Times, if the same should respectively happen after the Decease of the said *Charles Thomas Talbot*, but if the same should happen in his Lifetime, then immediately after his Decease, with a Proviso for bringing into Hotch-pot any appointed Share or Shares of the said Trust Premises; provided also, and it was thereby agreed and declared, that if any of the said Children, being a Daughter or Daughters, should die under the Age of Twenty-one Years without being or having been married, or if any of them, being a Son or Sons, should depart this Life under the Age of Twenty-one Years, or before such Time as might be limited or appointed for vesting of his, her, or their Share or respective Shares, pursuant to the Power therein-before in that Behalf given and contained, then the Share or Shares of him, her, or them so dying, of and in the said Trust Monies, Stocks, Funds, and Securities, or so much thereof as should not have been applied for the Advancement of such of them as should be a Son or Sons, pursuant to the Power therein-after in that Behalf given, should go and accrue to the Survivors and Survivor of the said Children, and the Executors, Administrators, and Assigns of such of them, if any, as should be then dead, having first acquired a vested Interest or Interests in his, her, or their original Share or Shares thereof, and should, if more than One, be equally divided between or among such Survivors or Survivor of them, and the said Representatives of such of them, if any, as should be then dead as aforesaid, Share and Share alike, such Representatives taking only the Share or Shares which such dead Child would have taken if living, and the Share or Shares accruing or arising to the Survivor or Survivors of the said Children should become vested in and be transferable to such Survivor or Survivors respectively at such respective Times as were thereby provided and declared touching or concerning his, her, or their original Share or Shares, and such Benefit of Survivorship and Accruer should extend as well to the surviving or accruing as to the original Share or Shares, but so nevertheless that no one Child should by Survivorship or otherwise have or be entitled to more than the Sum of Six thousand Pounds, and that the Rest and Residue of the said Trust Monies, Stocks, Funds, and Securities, after Payment thereout of such Sum of Six thousand Pounds, should be paid, assigned, or transferred to the Survivor of them the said

Charles Thomas Talbot and *Julia* his Wife, his or her Executors or Administrators, for his or their absolute Use and Benefit; and in case there should be any Child or Children of the said Marriage living at the Time of the Decease of the said *Charles Thomas Talbot* whose Share or respective Shares of and in the said Trust Premises should not then be vested, upon Trust that they the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, and the Survivor of them, his Executors or Administrators, should in the meantime, from and after the Decease of the said *Charles Thomas Talbot*, pay and apply the Income, or the Interest, Dividends, and Proceeds of the presumptive Share of every such Child of and in the Trust Premises, or so much thereof as they the said Trustees or Trustee for the Time being should in their or his Discretion think proper, for and towards his or her Support, Maintenance, and Education, until such his or her Share should become vested or he or she should previously die; provided always, that if in any one Year the Trustees or Trustee for the Time being should, in pursuance of the aforesaid Power, pay and apply any Sum or Sums of Money for the Maintenance, Support, and Education of any such Child or Children which should be less than the Interest, Dividends, and Produce to which he, she, or they should or might be respectively entitled, then and in such Case, and as often as the same should happen, the Surplus thereof should accumulate and go in augmentation of, and be paid, assigned, and transferred at the same Time and together with, the original Share or Shares of him, her, or them respectively (subject nevertheless to such Benefit of Survivorship and Accruer as aforesaid), yet so, nevertheless, it should be lawful for the same Trustees or Trustee for the Time being to pay and apply the Surplus and Savings of the Interest and Dividends of the Share or Shares of every such Child in any one preceding Year for and towards and in Increase of his or her Maintenance and Education in any succeeding Year; provided also, and it was thereby agreed and declared, that it should be lawful for the said *George Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, and the Survivor of them, his Executors or Administrators, in the Lifetime of the said *Charles Thomas Talbot*, in case he should, by any Deed or Deeds, Writing or Writings, to be executed and attested as therein mentioned, signify his Consent and Direction for that Purpose, and after the Decease of the said *Charles Thomas Talbot* by and out of the proper Authority of the Trustees or Trustee of the said Trust Premises for the Time being, at any Time or Times to sell or transfer any Part of the Share or Shares thereby intended for such of the said Children as should be a Son or Sons of and in the said Trust Stocks, Funds, and Premises, not exceeding One Third Part of his or their presumptive Share or Shares, and to apply the Monies arising from such Sale or Transfer in the placing or putting of him or them whose Share or Shares should be so in part sold or transferred in or to any Trade, Profession, or Employment, or otherwise for his or their Benefit or Advancement in the World, notwithstanding his, her, or their Share or Shares of and in the said Trust Premises should not then be vested or payable; but in case there should be no Child of the said Marriage, or in case there should be any such Child or Children, and no such Child should live to attain a vested Interest

in the Trust Premises under or by virtue of the said Indenture now in recital, or any Appointment to be made in pursuance thereof, then upon Trust that they the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, and the Survivor of them, his Executors or Administrators, should stand possessed of and interested in all and singular the said Trust Premises, or so much thereof as should not have become vested in any such Child or Children, and as should not have been applied for the Advancement of any of the said Children, being a Son or Sons, as therein-before was mentioned, in Trust, in case the said *Julia Talbot* should survive the said *Charles Thomas Talbot*, after the Decease of the said *Charles Thomas Talbot*, by and out of the said Trust Monies, Stocks, Funds, and Securities, to levy and raise the full and just Sum of One thousand Pounds of Sterling Money of *Great Britain*, and to pay the same unto the said *Julia Talbot*, her Executors, Administrators, or Assigns, and in Trust to pay, assign, or transfer all the Rest and Residue of the said Trust Monies, Stocks, Funds, and Securities unto the Executors, Administrators, or Assigns of the said *Charles Thomas Talbot*, with a Provision for the Case of any Advancement to be made by the said *Charles Thomas Talbot* as therein mentioned, but which Case did not happen; and after reciting an Indenture bearing Date the Thirty-first Day of *December* One thousand eight hundred and twenty-nine, and made between the said *John* Earl of *Shrewsbury* of the First Part, the said *Charles Thomas Talbot* of the Second Part, the said *Julia* his Wife, by her then Name and Description of *Julia Tichborne* Spinster, of the Third Part, and the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile* of the Fourth Part; after reciting that the said *John* Earl of *Shrewsbury* was, under and by virtue of the said Act of Parliament of the Sixth Year of the Reign of King *George* the First, seised or otherwise well entitled for an Estate of Inheritance in Tail Male in Possession of and to divers Manors, Farms, Messuages, Advowsons, Rectories, Tithes, Lands, Tenements, and Hereditaments, situate, lying, and being in the several Counties of *Salop*, *Worcester*, *Berks*, *Chester*, *Stafford*, *Oxford*, and *Wilts*, with their Rights, Members, and Appurtenances; and reciting the Power of leasing contained in the said last-mentioned Act; and reciting that a Marriage was then intended between the said *Charles Thomas Talbot* and *Julia Tichborne*, and that upon the Treaty for the same it had been agreed, amongst other things, that the said *John* Earl of *Shrewsbury* should grant a Lease or Leases to Trustees for the Lives of the said *Charles Thomas Talbot*, *Julia Tichborne*, and *Edward Fellowes*, Second Son of *Robert Fellowes* of *Shottisham* in the County of *Norfolk*, Esquire, of such a Portion of the said Manors and other Hereditaments as would be sufficient, after Payment of the usual and accustomed yearly Rents, Boons, and Services for the same, to yield an annual clear Income of One thousand Pounds, and in the meantime and until such Lease or Leases should be granted that the said *John* Earl of *Shrewsbury* should by his Bond or Obligation in Writing secure to the said Trustees an Annuity or yearly Sum of One thousand Pounds, and that the said Trustees should stand possessed of the said Lease or Leases so to be granted as aforesaid, and of the said Annuity of One thousand Pounds, upon and for the Trust, Intents, and Purposes

intended to be expressed of and concerning the same by and in the Indenture of Settlement intended to be executed upon the said then intended Marriage; it is witnessed, that in pursuance of the said Agreement, and in consideration of the said then intended Marriage, the said *John* Earl of *Shrewsbury* did thereby covenant, promise, and agree to and with the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, their Heirs, Executors, Administrators, and Assigns, that he the said *John Earl* of *Shrewsbury* should, in case the said then intended Marriage should take effect, at or before the Expiration of Ten Years next after the Solemnization of the said then intended Marriage, from Time to Time or at one Time, as the same might be, as Leases of Parts of the said Manors and other Hereditaments let at the old accustomed Rents should fall in, duly execute the said Power of leasing, and grant and lease by one or several Demises unto the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, their Heirs and Assigns, such and so many of the said Manors and other Hereditaments of which he the said *John* Earl of *Shrewsbury* was so seised as therein-before was mentioned, as would, after Payment of all usual and accustomed Rents, Boons, and Services reserved in respect of the same, produce an annual Income of One thousand Pounds, clear of all Deductions whatsoever; and it is thereby declared, that the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, their Heirs and Assigns, should stand and be seised of the said Manors and other Hereditaments to be comprised in the said Lease or Leases as aforesaid, and of the said Lease or Leases so to be granted as aforesaid, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations intended to be expressed of and concerning the same by and in the Settlement intended to be executed in consideration of the said then intended Marriage between the said *Charles Thomas Talbot* and *Julia Tichborne*; and after reciting that in further pursuance of the said Agreement the said *John* Earl of *Shrewsbury* had by his Bond or Obligation in Writing, bearing even Date with the said Indenture now in recital, become bound unto the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile* in the penal Sum of Twenty thousand Pounds, subject to a Condition thereunder written for making the same Bond void in case the said then intended Marriage should take effect; and if the said *John* Earl of *Shrewsbury* should, at or before the Expiration of Ten Years next after the Solemnization of the said then intended Marriage, from Time to Time or at any Time, as the Case might be, as Leases of Parts of the said Manors and other Hereditaments let at the old and accustomed Rents should fall in and expire, duly execute the said Power of leasing, and grant and lease unto the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, their Heirs and Assigns, such and so many of the said Manors and other Hereditaments of which the said *John* Earl of *Shrewsbury* was so seised as before mentioned as would, after Payment of all usual and accustomed Rents, Boons, and Services reserved in respect of the same, produce an annual Income of One thousand Pounds, clear of all Deductions whatsoever; and in the meantime and until the said Lease or Leases should be granted as aforesaid, and in default thereof, if he the said *John* Earl of

Shrewsbury,

Shrewsbury, his Heirs, Executors, or Administrators, should pay to the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, their Heirs and Assigns, during the Lives of the said *Charles Thomas Talbot*, *Julia Tichborne*, and *Edward Fellowes*, and the Lives and Life of the Survivors and Survivor of them, one Annuity or yearly Sum of One thousand Pounds, clear of all Deductions and Abatements whatsoever, by Four equal quarterly Payments on the Days therein mentioned in each and every Year, the first quarterly Payment thereof to be made on such of the said quarterly Days of Payment as should happen next after the Solemnization of the said then intended Marriage, and in case the Survivor of them the said *Charles Thomas Talbot*, *Julia Tichborne*, and *Edward Fellowes* should depart this Life on any other Day than one of the said quarterly Days of Payment, the said *John* Earl of *Shrewsbury*, his Heirs, Executors, and Administrators, should pay or cause to be paid to the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, their Heirs and Assigns, so much of the said Annuity or yearly Sum of One thousand Pounds as should accrue between the last quarterly Day of Payment and the Decease of such Survivor, it was thereby provided, that in case the said *John* Earl of *Shrewsbury* should, in pursuance of the Covenant in the last therein-before recited Indenture contained, from Time to Time grant a Lease or Leases of Parts of the said Manors and other Hereditaments to the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, their Heirs and Assigns, but if the clear yearly Income to be derived from such Lease or Leases should not amount to the annual Sum of One thousand Pounds, then and in such Case the said *John* Earl of *Shrewsbury*, his Heirs, Executors, and Administrators, should not be bound or be called upon to pay to the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, their Executors, Administrators, or Assigns, from the Time of granting such Lease or Leases, more of the said Annuity of One thousand Pounds secured by the said Bond or Obligation than would make up the Deficiency between the annual Income to be derived from such Lease or Leases so to be granted as aforesaid and the said Annuity of One thousand Pounds; and it was thereby declared that the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, their Heirs and Assigns, should stand and be possessed of and interested in the said Annuity or yearly Sum of One thousand Pounds, and such proportionate Part thereof as aforesaid, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations, which should be expressed and contained of and concerning the same by and in the Indenture of Settlement intended to be executed in consideration of the said then intended Marriage; it is by the said Indenture of the Eighteenth Day of *June* One thousand eight hundred and thirty further witnessed, that for declaring the Trusts of the Manors and other Hereditaments comprised in the said Lease or Leases to be so granted by the said *John* Earl of *Shrewsbury* as aforesaid, and of the said Lease or Leases to be so granted as aforesaid, and also of the said Annuity or yearly Sum of One thousand Pounds, or of the Part thereof for the Time being to be so paid by the said *John* Earl of *Shrewsbury*, his Heirs, Executors, or Administrators, unto the said *Joseph Thaddeus* Lord *Dormer*

Dormer and *George Fortescue Turvile*, their Heirs and Assigns, in the meantime until the said Lease or Leases should be so granted as aforesaid, and also of the said proportionate Part of the said Annuity, it was thereby agreed and declared that they the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, and the Survivor of them, and the Heirs, Executors, or Administrators of such Survivor, should stand seised or possessed of and interested in the same Manors and other Hereditaments, Lease or Leases, and Annuity, upon and for the Trusts, Intents, and Purposes, and under and subject to the Powers, Provisoes, Declarations, and Agreements, therein-after expressed and declared of and concerning the same respectively; (that is to say,) upon Trust that they the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, or the Survivor of them, his Heirs or Assigns, should from Time to Time, by and out of the improved yearly Rents, Issues, and Profits of the said Manors and other Hereditaments to be comprised and to be so leased as aforesaid, in the first place pay the Rents, Boons, and Services reserved and made payable in and by the said Lease or Leases so to be granted as aforesaid, and perform and keep the several Covenants, Conditions, and Agreements in and by the same Lease or Leases contained on the Lessees Part to be kept and performed, and pay all Charges and Expences attending the same; and upon Trust that they the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, and the Survivor of them, and the Heirs, Executors, or Administrators of such Survivor, should during the natural Life of the said *Charles Thomas Talbot* stand seised or possessed of the said Manors and other Hereditaments to be so leased as aforesaid, subject and without prejudice to the Trust aforesaid, and also possessed of and interested in the said Annuity or clear yearly Sum of One thousand Pounds, or the Part thereof for the Time being to be payable in the meantime as aforesaid, in Trust for the said *Charles Thomas Talbot* and his Assigns during his Life, and to pay to or otherwise permit and suffer him and them to receive and take the clear improved yearly Rents and Profits of the said Manors and other Hereditaments, and the said Annuity of One thousand Pounds, or the Part thereof to be payable for the Time being as aforesaid; and from and after the Decease of the said *Charles Thomas Talbot*, in case the said *Julia* his Wife should survive him, upon Trust that they the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, and the Survivor of them, and the Heirs, Executors, or Administrators of such Survivor, should, by and out of the said clear improved yearly Rents, Issues, and Profits, and by and out of the said Annuity or yearly Sum of One thousand Pounds, or the Part thereof to be payable from Time to Time as aforesaid, as the same should respectively become due, levy and raise the annual Sum of Eight hundred Pounds, free from Taxes, and without any other Deduction whatsoever, and should pay the same annual Sum by equal quarterly Payments in each Year on the Days or Times therein-before mentioned unto the said *Julia Talbot* and her Assigns, for her and their own Use and Benefit during her Life, the first quarterly Payment to be made on such of the said Days as should happen next after the Decease of the said *Charles Thomas Talbot*, the said annual Sum of Eight

hundred Pounds to be in full for the Jointure of the said *Julia Talbot*, and to be in Bar and Satisfaction of and for her Dower or Thirds at Common Law, or by or on account of Custom, Free Bench, or Widow's Part; and upon Trust that they the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, and the Survivor of them, and the Heirs, Executors, or Administrators of such Survivor, should pay the clear Surplus during the Life of the said *Julia Talbot* of the said clear improved yearly Rents, Issues, and Profits, and of the said Annuity of One thousand Pounds, or the Part thereof payable for the Time being as aforesaid, upon and for such and the same Trusts, Intents, and Purposes, for the Benefit of the Children of the said Marriage, and with and under the same Powers and Provisions for their Maintenance and Education, and for Accumulation, to take effect from and after the Decease of the said *Charles Thomas Talbot*, as were therein-before expressed and declared of and concerning the Interest, Dividends, and annual Produce of the said several Sums of One thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, and the said Sum of Four thousand Pounds Stocks, Funds, and Securities as aforesaid; and from and after the Decease of the Survivor of them the said *Charles Thomas Talbot* and *Julia* his Wife, in case the said *Edward Fellowes* should be then living, upon Trust that they the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, and the Survivor of them, and the Executors or Administrators of such Survivor, should stand seised or possessed of and interested in the said Manors and other Hereditaments to be so leased as aforesaid, and of the clear improved yearly Rents, Issues, and Profits thereof, and also of the said Annuity of One thousand Pounds, or the Part thereof (if any) to be then payable during the Life of the said *Edward Fellowes*, and the said proportionate Part (if any) of the said Annuity to be payable at his Decease, upon the Trusts following; (that is to say,) in case there should be no Child or only One Child of the said Marriage, or being more than One Child of the said Marriage in case only One such Child, being a Son, should attain the Age of Twenty-one Years, or being a Daughter should attain that Age or be previously married, in Trust for the said *Charles Thomas Talbot*, his Executors, Administrators, and Assigns, absolutely; but in case there should be Two or more Children of the said Marriage who should be living at the Decease of the Survivor of them the said *Charles Thomas Talbot* and *Julia* his Wife, who being then dead, being a Son or Sons, should have lived to attain the Age of Twenty-one Years, or being a Daughter or Daughters should have lived to attain that Age or be married, then and in the said last-mentioned Cases respectively upon Trust that they the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, and the Survivor of them, and the Executors or Administrators of such Survivor, should forthwith after the Decease of the Survivor of them the said *Charles Thomas Talbot* and *Julia* his Wife effect or cause to be effected One or more Insurance or Insurances, in the Names of the said Trustees or Trustee for the Time being, in the Equitable and Sun Fire Offices of Insurance on Lives, respectively situate in *Bridge Street*, *Blackfriars*, and in *Cornhill* in the City of *London*, or in such other proper Office or Offices of

of Insurance on Lives in *London* or *Westminster* as to the said Trustees or Trustee for the Time being should seem proper, upon the Life of the said *Edward Fellowes*, in and for the Sum of Eight thousand Pounds, and should by and out of the said clear improved yearly Rents, Issues, and Profits, or by and out of the said Annuity of One thousand Pounds, or the Part thereof, if any, to be then payable, levy, raise, pay, and satisfy the Costs and Charges of effecting such Insurance or Insurances, and the Fines, Premiums, and Sums of Money to be from Time to Time payable at the said Insurance Offices respectively, for keeping on foot the Policies of Insurance to be so respectively effected upon the Life of the said *Edward Fellowes* as aforesaid, and should stand possessed and interested in and pay and apply accordingly the clear Surplus from Time to Time during the Life of the said *Edward Fellowes* of the said clear improved yearly Rents, Issues, and Profits, and of the said Annuity, or of the Part thereof, if any, to be then payable, after satisfying the Trust last aforesaid, upon and for the same Trusts, Intents, and Purposes, and under and subject to the same Powers and Provisions for the Benefit of the said Children of the Marriage (being Two or more of them), to take effect from the Decease of the Survivor of them the said *Charles Thomas Talbot* and *Julia* his Wife, as were therein-before expressed and declared to take effect from the Decease of the said *Charles Thomas Talbot* of and concerning the Interest, Dividends, and annual Produce of the several Sums of One thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, and of the said Sum of Four thousand Pounds Stocks, Funds, and Securities as aforesaid; and it was thereby agreed and declared that they the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, and the Survivor of them, and the Executors or Administrators of such Survivor, should be possessed of and interested in the said Policies of Insurance to be so effected in the Events or Cases aforesaid in Trust after the Decease of the said *Edward Fellowes* to call in and receive, and if necessary or expedient take and use such compulsory Ways and Means, at Law or in Equity, as they or he should consider proper, for the Purpose of enforcing or compelling Payment of the said Sum of Eight thousand Pounds so to be insured and made payable upon the Decease of the said *Edward Fellowes* as aforesaid, and every other Sum of Money which after the Decease of the said *Edward Fellowes* should become payable by virtue of the same Policies of Insurance respectively, and should, upon Receipt of the said Sum of Eight thousand Pounds and other the Sums of Money to be payable upon the said Policies, by and of the proper Authority of the said Trustees or Trustee for the Time being, lay out and invest the same in their or his Names or Name in the Parliamentary or Public Stocks of *Great Britain*, or at Interest upon Government or Real Securities in *England* or *Wales*, and should vary and transpose the same Securities in, for, and upon other Stocks, Funds, or Securities of the same or the like Nature, when and as Occasion should require, or they or he should think proper, and should stand possessed of and interested in the said Sum of Eight thousand Pounds, and other the Monies received upon the said Policies of Insurance as aforesaid, and the Stocks, Funds, and Securities in or upon which the same should be so invested as aforesaid,

said, and the Interest, Dividends, and annual Produce thereof, upon and for the same Trusts, Intents, and Purposes, and under and subject to the same Powers, Provisoes, Declarations, and Agreements, for the Benefit of the Children of the said Marriage, if there shall be Two or more such Children, as were therein-before expressed and declared for the Benefit of the Children of the said Marriage, being Two or more of them, of and concerning the said several Sums of One thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, and the said Sum of Four thousand Pounds, and the Stocks, Funds, or Securities in or upon which the same should be invested, and the Interest, Dividends, and annual Produce thereof, but so nevertheless that no one Child should by Survivorship or otherwise become entitled to or receive more than the Sum of Six thousand Pounds in the whole out of the several Trust Premises by the said Indenture now in recital expressed or intended to be settled, unless the said *Charles Thomas Talbot* should otherwise direct in Writing; but in case there should be no Child of the said Marriage, or only One such Child, who being a Son should live to attain the Age of Twenty-one Years, or being a Daughter should live to attain that Age or be married, then and in the said last-mentioned Cases in Trust that they the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, or the Survivor of them, or the Executors or Administrators of such Survivor, should stand possessed of and interested in the said Policies of Insurance, and the Sums of Money thereupon respectively payable or recoverable as aforesaid, and the Stocks, Funds, and Securities in or upon which the same should be invested, or so much thereof as should not have been applied for the Advancement of any of the said Children, being a Son or Sons as aforesaid, in Trust for the said *Charles Thomas Talbot*, his Executors, Administrators, and Assigns, absolutely, with a Power for the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, and the Survivor of them, and his Heirs, at any Time or Times, with the Consent and Approbation in Writing of the said *Charles Thomas Talbot* during his Life, and after his Decease of the said *Julia* his Wife during her Life, and after the Decease of the Survivor of them then by and of the proper Authority and Direction of the said Trustees or Trustee for the Time being, to make Sale and dispose of the said Hereditaments to be comprised in any such Lease or Leases to be so granted by the said *John* Earl of *Shrewsbury* as aforesaid, or any of them, or any Part or Parts thereof, during the Lives of the said Cestuique Vie, or the Survivors or Survivor of them, with a Direction that the Money arising by such Sale or Sales should be invested, with such Consent and Approbation nevertheless as was therein-before made requisite for the making such Sale or Sales as aforesaid, or of the proper Authority of them the said Trustees or Trustee for the Time being, in their or his Names or Name, in or upon Government or Real Securities at Interest, to be from Time to Time, with the like Consent and Approbation, or by and of such proper Authority, altered, varied, and changed for others of the same or the like Nature; and the said Sale Monies, Stocks, Funds, and Securities, and the Interest, Dividends, and annual Produce thereof, should from Time to Time be held in Trust for and go and be paid and applied to such Person or Persons, and for such Intents

and Purposes, and in such Manner respectively as the Hereditaments to be so sold as aforesaid, and the improved Rents, Issues, and Profits thereof, would be held, go, and be paid or payable and applicable respectively in case such Sale or Sales had not been made: And whereas in pursuance of the Covenant in that Behalf contained in the said Indenture of the Thirty-first Day of *December* One thousand eight hundred and twenty-nine the said *John* Earl of *Shrewsbury* granted (in exercise of the said Power of leasing) to the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile* Leases of several Hereditaments, being Part of the said settled Estates, which Hereditaments, after Payment of all usual and accustomed Rents, Boons, and Services in respect of the same, produced an annual Income of One thousand Pounds or thereabouts, clear of all Deductions whatsoever, the Particulars of which Leases are contained in the First Schedule annexed to this Act: And whereas the yearly Rents, Boons, and Services reserved and made payable by the said Leases respectively have been paid and performed up to the Time of passing this Act: And whereas the said *Charles Thomas Talbot* died on or about the Thirtieth Day of *April* One thousand eight hundred and thirty-eight intestate, leaving Issue by the said *Julia Talbot* Two Sons, namely, *Gilbert John Talbot*, since deceased, and *Bertram Arthur Talbot*, now an Infant, and Two Daughters, namely, *Mary Annette Talbot* and *Gwendeline Elizabeth Talbot*, now Infants, and leaving no other Issue, and without having joined with the said *Julia Talbot* in any Exercise of the Power of Appointment reserved or given to them as herein-before is mentioned: And whereas on the Sixth Day of *September* One thousand eight hundred and thirty-eight Letters of Administration of the Chattels, Rights, and Credits of the said *Charles Thomas Talbot* were granted by the Prerogative Court of *Canterbury* to the said *Julia Talbot*: And whereas all the Debts of the said *Charles Thomas Talbot* have been paid: And whereas the said *Gilbert John Talbot* departed this Life on or about the Twenty-fifth of *September* One thousand eight hundred and thirty-eight: And whereas the said *Julia Talbot*, since the Decease of the said *Charles Thomas Talbot*, intermarried with *Washington Hibbert* of *Bilton Grange* in the County of *Warwick*, Esquire: And whereas the said *John* Earl of *Shrewsbury* has no Issue Male: And whereas the said *John* Earl of *Shrewsbury* is the Heir Male of the Body of the said *George Talbot*, Son of the said *Gilbert Talbot* of *Batchcoate*, and is the Tenant in Tail Male in Possession of the said settled Manors, Hereditaments, and Premises, and the said *John* Earl of *Shrewsbury*, the said *John Talbot*, Son of the said *George Henry Talbot*, and the said *Bertram Arthur Talbot*, are the only Issue Male now living of the said *George Talbot*, Son of the said *Gilbert Talbot* of *Batchcoate*, and it is not known who are entitled in Remainder after the Deceases of the several Persons last mentioned, and the Failure of their Issue Male: And whereas several Manors or Lordships, Messuages, Farms, Lands, Tenements, and other Hereditaments, and undivided Parts or Shares of Manors or Lordships, Messuages, Farms, Lands, Tenements, and other Hereditaments, in the several Counties of *Oxford*, *Chester*, *Salop*, and *Worcester*, set forth and described in the Second Schedule annexed to this Act (being Part of the said settled Estates), are much dispersed, and

and are detached from the principal Estates, and the same, from their Situation and other Circumstances, might be sold to advantage: And whereas it would be for the Benefit of the said *John* Earl of *Shrewsbury* and those who may succeed to the said settled Estates if the said last-mentioned Manors or Lordships, Messuages, Farms, Lands, Tenements, and other Hereditaments, and undivided Parts or Shares of Manors or Lordships, Messuages, Farms, Lands, Tenements, and other Hereditaments, were vested in Trustees, in Trust to sell the same, with a Provision for investing the Monies to arise thereby, under the Direction of the High Court of Chancery, in the Purchase of other Manors, Lands, or Hereditaments in the said Counties of *Oxford*, *Chester*, *Salop*, *Worcester*, *Stafford*, *Berks*, and *Derby*, or some or One of them, to be settled to the Uses and under the Restrictions which shall be subsisting or capable of taking effect in the settled Estates not vested by an Act passed in the Forty-third Year of the Reign of King *George* the Third, intituled *An Act for vesting Part of the settled Estates of the Right Honourable* Charles *Earl of* Shrewsbury, *in the Counties of* Salop, Chester, Berks, Wilts, *and* Oxford, *in Trustees, to be sold, and for laying out the Monies to arise by such Sale in the Purchase of other Lands and Hereditaments, to be settled in lieu thereof to the same Uses and subject to the same Restrictions*, or by this Act, in Trustees, to be sold: And whereas in consequence of the great Increase in the annual Value of the said settled Estates since the passing of the said Act of the Sixth Year of the Reign of King *George* the First it is reasonable that the successive Takers of the said Estates should have Powers of jointuring to a greater Extent than the Two thousand Pounds *per Annum* to which the Power of jointuring contained in that Act was thereby restricted: And whereas it would be for the Benefit of the said *John* Earl of *Shrewsbury* and those succeeding to the settled Estates if the said Power contained in the said Act of the Sixth Year of the Reign of King *George* the First, of granting Leases for the Term of Three Lives or Twenty-one Years, or for any Term or Number of Years determinable upon the Death or Determination of Three Lives, at the usual and accustomed yearly Rents, Boons, and Services for the same, were repealed, and the said *John* Earl of *Shrewsbury*, and the successive Takers of the settled Estates, were enabled to grant Leases for any Term not exceeding Twenty-one Years in Possession at Rack Rent, and also, upon the Surrender of any subsisting Leases under the said Power of leasing contained in the said Act of the Sixth Year of the Reign of King *George* the First, to grant Leases of the surrendered Premises to the Person or Persons surrendering the same, for any Term of Years absolute, not exceeding Sixty Years, to be computed from the Date of the surrendered Lease, at and under the same Rents, Boons, and Services for the same as were reserved or made payable by the surrendered Lease, and were enabled to grant Annuities to a limited Amount to their Daughters and younger Sons, by way of Portions, and the said Leases granted by the said *John* Earl of *Shrewsbury* to the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, and the said Annuity of One thousand Pounds secured by the said Covenant and Bond of the said *Charles Thomas Talbot*, were respectively made to cease, and in lieu thereof a competent Part of the settled Estates were

43 G. 3. c. 40.

charged with a yearly Rent-charge of Nine hundred Pounds for the Term of Ninety-nine Years, if the said *Julia Hibbert* should so long live, upon the Trusts herein-after declared of the yearly Rent-charge of Nine hundred Pounds herein-after charged, and with the several yearly Rent-charges, to commence from the Death of the said *Julia Hibbert*, herein-after mentioned; (that is to say,) a yearly Rent-charge of Four hundred Pounds for the Term of Ninety-nine Years, if the said *Bertram Arthur Talbot* shall so long live, a yearly Rent-charge of Two hundred and fifty Pounds for the Term of Ninety-nine Years, if the said *Mary Annette Talbot* shall so long live, and a yearly Rent-charge of Two hundred and fifty Pounds for the Term of Ninety-nine Years, if the said *Gwendeline Elizabeth Talbot* shall so long live, upon the Trusts herein-after declared of the corresponding yearly Rent-charges of Four hundred Pounds, Two hundred and fifty Pounds, and Two hundred and fifty Pounds, herein-after respectively charged: And whereas the Substitution for or in lieu of the said last-mentioned Leases and the said Annuity of One thousand Pounds of such yearly Rent-charges as aforesaid, upon such Trusts as are herein-after declared of the yearly Rent-charges of Nine hundred Pounds, Four hundred Pounds, Two hundred and fifty Pounds, and Two hundred and fifty Pounds, herein-after respectively charged, would be for the Benefit of the said *Julia Hibbert* and her Children by the said *Charles Thomas Talbot*: And whereas it would be for the Benefit of the said *John* Earl of *Shrewsbury*, and those succeeding to the settled Estates, if the said *John* Earl of *Shrewsbury*, or other the Person for the Time being in Possession of the said settled Estates, or the Guardian or Guardians of any such Person during his Minority, were authorized to exchange, under the Direction of the High Court of Chancery, Parts of the settled Estates for other Lands or Hereditaments more convenient to be held and enjoyed with the Bulk of the settled Estates in the said Counties of *Oxford*, *Chester*, *Salop*, *Worcester*, and *Berks*, or some or One of them: And whereas it is expedient that the Proviso contained in the said Act of the Sixth Year of the Reign of King *George* the First, whereby an Exception from the Clause restrictive of Alienation is made in favour of any Taker of the settled Estates who should within Six Months after he should attain the Age of Eighteen Years take the Oaths and subscribe the Declaration therein respectively referred to, and who should continue a Protestant, should be repealed: And whereas it would be for the Benefit of the said *John* Earl of *Shrewsbury* and those succeeding to the settled Estates if the said *John* Earl of *Shrewsbury* and the successive Takers of the said settled Estates were enabled to lease and to enter into Contracts for leasing any Part or Parts of the said settled Estates for such Terms of Years and under such Provisions as will induce Persons to build upon or improve the same, or to repair the Messuages or Tenements or other Buildings standing thereon, or to build others in lieu thereof: And whereas there are within or under certain Parts of the said settled Estates divers Mines, Layers, Veins, Seams, Beds, and Strata of Ironstone, Coal, Lead, Copper, and other Minerals and Substances, and it would be for the Benefit of the said *John* Earl of *Shrewsbury* and those succeeding to the settled Estates if sufficient Powers and

Authorities

Authorities were given to the said *John* Earl of *Shrewsbury* and the successive Takers of the settled Estates to grant Leases of any Mines, Layers, Veins, Seams, Beds, and Strata of Ironstone, Coals, Lead, Copper, and other Minerals and Substances within or under any of the said settled Estates, for such Term or Terms of Years, with such Powers and Privileges, and at and under such Rents, Reservations, Covenants, Conditions, Regulations, and Agreements as are usual and proper: And whereas by reason of the restrictive Clause contained in the said Act of Parliament of the Sixth Year of the Reign of King *George* the First the several beneficial Purposes before mentioned cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject the said *John* Earl of *Shrewsbury* doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all and singular the Manors or Lordships, Messuages, Farms, Lands, Tenements, and other Hereditaments, and undivided Parts or Shares of Manors or Lordships, Messuages, Farms, Lands, Tenements, and other Hereditaments particularly mentioned and described in the Second Schedule to this Act, with all and singular Houses, Outhouses, Edifices, Buildings, Barns, Stables, Coach-houses, Cottages, Dovecotes, Yards, Gardens, Orchards, Backsides, Tofts, Lands, Meadows, Pastures, Heaths, Moors, Marshes, Wastes, Waste Grounds, Folds, Fold Courses, and Liberty of Foldage, Feedings, Parks, Warrens, Commons, Common of Pasture, Common of Turbary, Mines, Minerals, Quarries, Mills, Mulctures, Customs, Tolls, Duties, Furzes, Trees, Woods, Underwoods, Coppices, and the Ground and Soil thereof, Mounds, Fences, Hedges, Ditches, Ways, Waters, Watercourses, Fishings, Fisheries, Fowlings, Courts Leet, Courts Baron, and other Courts, Perquisites and Profits of Courts, View of Frankpledge, and all that to View of Frankpledge doth belong, Reliefs, Heriots, Fines, Sums of Money, Amerciaments, Goods and Chattels of Felons and Fugitives, Felons of themselves, outlawed Persons, Deodands, Waifs, Estrays, Chief Rents, Quit Rents, Rents-charge, Rents-seck, Rents of Assize, Fee Farm Rents, Boons, Services, Royalties, Jurisdictions, Franchises, Liberties, Privileges, Easements, Profits, Commodities, Emoluments, Hereditaments, and Appurtenances whatsoever to the said Manors or Lordships, Messuages, Farms, Lands, Tenements, undivided Parts or Shares, Hereditaments, and Premises belonging or in anywise appertaining, or with the same or any of them used, occupied, possessed, or enjoyed, or accepted, reputed, taken, or known as Part, Parcel, or Member thereof or of any Part thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of all and singular the said Premises, shall from and after the passing of this Act be vested in and settled upon, and the same are hereby from henceforth vested in and settled upon, *John Wright* of *Aldermanbury* in the City of *London*, Esquire, and *Edmund William Jerningham* of *Pall Mall* in the County of *Middlesex*, Esquire, and their Heirs, to the Use of them the said *John Wright* and *Edmund William Jerningham*, their Heirs and Assigns for ever, freed

Estates in the Second Schedule vested in Trustees, in Trust for Sale.

freed and absolutely acquitted, exempted, exonerated, and discharged of and from all and every the Uses, Trusts, Estates, Entails, Remainders, Charges, Powers, Provisoes, Limitations, and Agreements in and by the said Indenture of the Thirty-first Day of *October* One thousand seven hundred, the said Will of the said *Charles* Duke of *Shrewsbury*, the said Indenture of the Fourth Day of *March* One thousand seven hundred and eighteen, and the said Act of Parliament of the Sixth Year of the Reign of King *George* the First, respectively created, limited, provided, and declared of or concerning the same Manors or Lordships, Messuages, Farms, Lands, Tenements, undivided Parts or Shares, Hereditaments, and Premises, or any of them, nevertheless upon the Trusts and for the Intents and Purposes herein-after expressed and declared of and concerning the same; (that is to say,) upon Trust that they the said *John Wright* and *Edmund William Jerningham*, and the Survivor of them, and the Heirs of such Survivor, or their or his Assigns, do and shall with all convenient Speed, with the Consent and Approbation of the said *John* Earl of *Shrewsbury*, to be testified by some Writing under his Hand, and after his Decease then with the Consent of the Person who for the Time being shall be in the Possession of the settled Estates by virtue of the Limitations before mentioned, in case such Person shall then be of the Age of Twenty-one Years, to be testified by some Writing under his Hand, and in case of the Minority of the Person so in Possession then by and of the proper Authority of the same Trustees or Trustee respectively, sell and dispose of all and singular the said Manors or Lordships, Messuages, Farms, Lands, Tenements, undivided Parts or Shares, Hereditaments, and Premises so by this Act vested as aforesaid, with their Rights, Members, and Appurtenances, subject and without Prejudice to any Lease or Leases which may have been made under the Power of leasing herein-after contained, and such Sale or Sales to be made either at one Time or at several Times, and either together or in Parcels, and either by public Sale or by private Contract, unto any Person or Persons, for the best Price or Prices that can be reasonably obtained for the same respectively, with Power for the same Trustees or Trustee for the Time being to buy in the same Premises or any Part or Parts thereof at any Sale or Sales by Auction, or to rescind, alter, or vary any Contract or Contracts which may be entered into for the Sale of the same Premises or any Part or Parts thereof, and to resell the Premises which may be so bought in, or as to which the Contract or Contracts for Sale may so be rescinded, without being answerable for any Loss which may be occasioned thereby, and also with Power for the said Trustees or Trustee for the Time being to sell the same Premises or any Part or Parts thereof (whether such Sale shall be made by public Auction or by private Contract) under any special Condition or Conditions of Sale as to Title or otherwise, as to them or him shall seem expedient, and upon Payment in manner herein-after mentioned of the Purchase Money for the same Premises or any Part or Parts thereof which shall be so sold do and shall convey the Hereditaments which shall be so sold as aforesaid, with their Rights, Members, and Appurtenances, unto and to the Use of the Purchaser or Purchasers thereof respectively, and his, her, or their Heirs and Assigns, or as he, she, or they shall direct,

freed and absolutely acquitted, exempted, exonerated, and discharged as aforesaid, but subject and without Prejudice as aforesaid.

The Monies to arise from such Sales to be paid into the Court of Chancery.

II. And be it further enacted, That all and every Sums and Sum of Money which shall arise from any Sale or Sales to be made in pursuance of this Act shall be paid, by the Person or Persons to whom such Sale or Sales shall be made, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there "*Ex parte* the Purchasers of the settled Estates of the Right Honourable *John* Earl of *Shrewsbury*," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-second, and to the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-fourth; and that the Certificate or Certificates to be given by the said Accountant General, together with the Receipt or Receipts of the Cashier of the Bank of *England*, to be thereto annexed and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England*, by or on behalf of the Purchaser or Purchasers of all or any of the said Hereditaments and Premises by this Act vested in Trust as aforesaid, of his or their Purchase Money as aforesaid, or an Office Copy or Office Copies thereof, shall be and be deemed and taken to be a good and sufficient Discharge or good and sufficient Discharges to such Purchaser or Purchasers, and to his, her, and their Heirs, Executors, Administrators, and Assigns, for the same, or so much of the said Purchase Monies as shall be therein respectively expressed to have been paid; and that after the filing such Certificate or Certificates, and Receipt or Receipts, such Purchaser or Purchasers, his, her, or their respective Heirs, Executors, Administrators, or Assigns, shall not be liable to see to the Application of such Sums, or be answerable or accountable for any Loss, Misapplication, or Non-application of the same or any Part thereof.

Costs and Expences to be paid, and the surplus Monies invested in the Purchase of other Estates, to be settled to the same Uses.

III. And be it further enacted, That out of the Monies so to be paid into the Bank to the Account "*Ex parte* the Purchasers of the settled Estates of the Right Honourable *John* Earl of *Shrewsbury*," as aforesaid, all the Costs, Charges, and Expences preparatory to and attending the soliciting and applying for, preparing, and obtaining and passing this Act, or which may be incident or relating thereto, and also all the Costs and Expences preparatory to and attending the Sales hereby directed and authorized of the said Estates hereby vested in Trust as aforesaid, and the Execution of the Trusts of this Act, so far as relates to the same Estates, and the Costs and Expences of any Application or Applications to the Court under this Act, shall in the first place be paid and satisfied; and the Residue and Surplus of such Monies shall with all convenient Speed, upon Petition to be presented to the said Court of Chancery in a summary Way by the said *John* Earl of *Shrewsbury* during his Life, and after his Decease of the Person who shall then be in the Possession of the settled Estates by virtue of the Limitations aforesaid, if such Person shall be of the Age of Twenty-one Years, and if such

Person shall be under the Age of Twenty-one Years then of his Guardian or Guardians, be laid out and invested, under the Directions of the said Court of Chancery, in the Purchase of Freehold Manors, Messuages, Farms, Lands, Tenements, or Hereditaments of an Estate of Inheritance in Fee Simple in Possession, or of Customary or Copyhold Lands or Hereditaments not exceeding in Value One Sixth Part of the Value of the Freehold Hereditaments so to be purchased as aforesaid, to be respectively situate in the said Counties of *Oxford*, *Chester*, *Salop*, *Worcester*, *Stafford*, *Berks*, and *Derby*, or some or one of them, all which said Premises so to be purchased as aforesaid shall be conveyed, settled, and assured to the Uses, and with, under, and subject to the Powers, Provisoes, Conditions, Limitations, Restrictions from Alienation, Declarations, and Agreements to, with, under, and subject to which the said Manors or Lordships and other Hereditaments hereby vested in Trust as aforesaid would have stood limited and settled if the same had not been so vested in Trust as aforesaid, or or near thereto as the Nature of the Estates to be purchased and other Circumstances will admit.

Surplus Monies until invested to be laid out in Navy, Victualling, or Exchequer Bills.

IV. And be it further enacted, That all Sums of Money which shall be paid into the Bank in the Name of the said Accountant General in manner herein-before directed, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in the Payment of Costs, Charges, and Expences as aforesaid, shall, in the meantime and until the same shall be invested in the Purchase of Manors, Lands, Tenements, or Hereditaments as aforesaid, be laid out, under the Direction of the said Court of Chancery, in the Name of the said Accountant General, in the Purchase of Navy or Victualling or Exchequer Bills; and the Interest arising from the Bills so to be purchased, and the Monies to be received for the same Bills respectively, or from any other Bills to be purchased as next herein-after directed, when and as they shall respectively be paid off by Government, shall be laid out, under the Direction of the said Court, in the Name of the said Accountant General, in the Purchase of other Navy or Victualling or Exchequer Bills; provided that it shall be lawful for the said Court of Chancery to make such General Order or Orders, or Special Order or Orders, if necessary, that whensoever the Navy or Victualling or Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in a Course of Payment by Government, and new Navy or Victualling or Exchequer Bills shall be issued, such new Navy or Victualling or Exchequer Bills may be received in exchange for those which are in a Course of Payment as shall be effectual for enabling such Receipt in exchange, and that in that Event the Interest of the old Bills shall be laid out as before directed with respect to the Interest where the Bills are paid off; all which said Navy, Victualling, or Exchequer Bills, whether purchased or exchanged, shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until the same shall be wanted for any of the Purposes herein-before expressed, and until the same shall, upon a Petition to be preferred to the Court of Chancery in a summary Way by or on behalf of the said *John* Earl of *Shrewsbury*, or the Person for the Time being beneficially entitled in Possession to the Rents and Profits of the settled Estates, or of the Guardian or Guardians of such Person, being an Infant, be ordered

ordered to be sold by the said Accountant General for the Payment of such Costs, Charges, or Expences as aforesaid, or for completing any such Purchase or Purchases as aforesaid, in such Manner as the said Court shall think fit and direct; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased in case the same had been purchased pursuant to this Act, or to the Representative or Representatives of such Person or Persons, as Part of his or their Personal Estates: Provided always, that it shall and may be lawful for the Court of Chancery from Time to Time to make such Order or Orders as to the said Court shall seem fit for taxing and settling the Costs, Charges, and Expences herein-before directed to be paid, and for taxing the Costs of the several Applications to be made to the said Court respecting the Matters aforesaid, and the Costs of taking the said Monies out of the Bank, and investing such Monies in the Purchase of Manors, Lands, or Hereditaments as aforesaid, and of settling the same Manors, Lands, and Hereditaments according to the Directions herein-before contained, or otherwise in carrying the Trusts and Directions of this Act into execution, and for Payment of all such Costs, Charges, and Expences out of the said Monies, or out of the Monies arising by Sale of the Navy, Victualling, or Exchequer Bills so to be purchased as aforesaid.

Court of Chancery may make Orders for Taxation and Payment of Costs.

Until Sale the Estates to be enjoyed as before the passing of the Act.

V. And be it further enacted, That in the meantime and until such Sale or Sales as aforesaid the said Manors and other Hereditaments hereby vested in Trust as aforesaid, or the unsold Part or Parts thereof for the Time being, shall be held and enjoyed, and the Rents, Issues, and Profits thereof be had, received, and taken by and for the Benefit of such Person or Persons as would have been entitled thereto, and ought to have held and enjoyed the same in case the same Premises had not by this Act been so vested in Trust as aforesaid.

Power of jointuring in 6 G. 1. c. 29. repealed.

VI. And be it further enacted, That the said Power of jointuring contained in the said Act of the Sixth Year of the Reign of King *George* the First shall be and the same is hereby repealed.

New Power of jointuring, to the Extent of 3,000*l.* per Annum.

VII. And be it further enacted, That it shall be lawful for the said *John* Earl of *Shrewsbury* during his Life, and after his Decease for all and every other Persons and Person to whom the said Manors, Hereditaments, and Premises limited by the said Indenture of Settlement of the Fourth Day of *March* One thousand seven hundred and eighteen, and the said Act of the Sixth Year of the Reign of King *George* the First, are by the same Settlement and Act respectively limited successively as aforesaid, as and when they shall respectively by virtue of or under the Limitations aforesaid be in the actual Possession or entitled to the Receipt of the Rents, Issues, and Profits of the Manors and other Hereditaments which for the Time being shall stand or be limited and settled by virtue of or under the said Indenture of the Thirty-first Day of *October* One thousand seven hundred, the said Will of the said *Charles* Duke of

of *Shrewsbury*, the said Indenture of the Fourth Day of *March* One thousand seven hundred and eighteen, and the said Act of the Sixth Year of the Reign of King *George* the First, or any of them, or by virtue of or under or by means of any Purchase, Exchange, or Partition, or any Act or Acts for Inclosure, or otherwise howsoever, to such of the Uses by the said Indenture of the Fourth Day of *March* One thousand seven hundred and eighteen and the said Act of the Sixth Year of the Reign of King *George* the First respectively limited as aforesaid as shall then be subsisting or capable of effect, by any Deed or Deeds or Instrument or Instruments in Writing, with or without Power of Revocation, to be by them respectively sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, but subject and without prejudice to any Rent-charge or Rent-charges which may have been previously limited under this present Power, or under the Power herein-after contained, for charging with annual Sums for the Benefit of Daughters and younger Sons, and also subject and without prejudice to any Lease or Leases now subsisting of any of the said Manors and other Hereditaments, and not by this Act made to cease, and to any Lease or Leases which shall have been granted under any of the Powers of this Act, and also subject and without prejudice, as to the Hereditaments set forth and described in the Third Schedule annexed to this Act, to the yearly Rent-charge herein-after charged on the same (in case the same yearly Rent-charge shall be subsisting), to grant, limit, and appoint unto and to the Use of any Woman or Women with whom they respectively may marry or may have married, for the Life or Lives of such Woman or Women respectively, and for her or their Jointure or Jointures, any annual Sum or yearly Rent-charge or annual Sums or yearly Rent-charges not exceeding in the whole for any One such Woman the yearly Sum of Three thousand Pounds, clear of all Deductions whatsoever for Taxes or otherwise, to be issuing out of and charged and chargeable upon all or any Part of the Manors and other Hereditaments settled for the Time being as aforesaid (other than and except the said Hereditaments set forth and described in the said Schedule annexed to the said Act of the Forty-third Year of the Reign of King *George* the Third, and the said Hereditaments set forth and described in the said Second Schedule annexed to this Act), and to be paid and payable by equal half-yearly Payments on the First Day of *August* and the First Day of *February* in every Year, and the first half-yearly Payment thereof respectively to be made on such of the said Days as shall first happen after the Decease of the Person by whom such Grant, Limitation, or Appointment shall be made, and such Grants, Limitations, or Appointments respectively to be made either before or after the Marriage of the Person making the same, so as every such Jointure shall respectively be made and expressed to be in full Recompence, Lieu, and Satisfaction of the Dower and Thirds at Common Law which the Woman to whom the same shall be so granted, limited, and appointed might otherwise have, claim, challenge, or demand of, in, to, or out of all or any of the said settled Manors, Hereditaments, and Premises.

Power of Distress in case of Arrear of Rent-charge, &c.

VIII. And be it further enacted, That in case any annual Sum or yearly Rent-charge to be granted, limited, or appointed under the Power herein-before in that Behalf contained, or any Part thereof, shall at any Time or Times be in arrear or unpaid by the Space of Twenty-one Days next after any of the Days hereby appointed for Payment thereof, then, and so often as the same shall happen, it shall be lawful for the Person whose annual Sum or yearly Rent-charge, or any Part thereof, shall be so in arrear or unpaid, her Executors, Administrators, or Assigns, (but subject and without prejudice as herein-before is mentioned,) to enter into and distrain upon the said Manors and other Hereditaments upon which the same shall be so charged as aforesaid, or any Part thereof, and to dispose of the Distress or Distresses then and there found according to Law, to the Intent that thereby or otherwise such annual Sum or yearly Rent-charge, and every Part thereof, so in arrear and unpaid, and all Costs, Charges, and Expences occasioned by the Nonpayment thereof, shall be fully paid and satisfied; and further, that in case any such annual Sum or yearly Rent-charge, or any Part thereof, shall at any Time or Times be in arrear or unpaid by the Space of Forty Days next after any of the Days appointed for the Payment thereof as aforesaid, then and so often (although there shall not have been any legal Demand made thereof) it shall be lawful for the Person or Persons whose annual Sum or yearly Rent-charge, or any Part thereof, shall be so in arrear or unpaid, (but subject and without prejudice as aforesaid,) to enter into and upon and to hold the said Manors and other Hereditaments so to be charged with the same as aforesaid, or any Part thereof, and to receive and take the Rents, Issues, and Profits thereof to her, his, or their own Use and Benefit, until she, he, or they shall therewith and thereby, or otherwise, be fully paid and satisfied such annual Sum or yearly Rent-charge, and the Arrears thereof due at the Time of such Entry or afterwards to become due during her, his, or their being in Possession of the same Premises, together with all Costs, Charges, and Expences which she, he, or they shall sustain by reason of the Nonpayment thereof, and such Possession when taken to be without Impeachment of Waste; and further, that in case any such annual Sum or yearly Rent-charge, or any Part thereof, shall at any Time or Times be in arrear or unpaid by the Space of Forty Days next after any of the Days appointed for the Payment thereof as aforesaid, then and so often (although there shall not have been any legal Demand made thereof) it shall be lawful for the Person or Persons whose annual Sum or yearly Rent-charge, or any Part thereof, shall be so in arrear, to give Notice thereof to any Tenant or Tenants of any of the Lands upon which the same annual Sum or yearly Rent-charge shall be charged as aforesaid, and by such Notice to require him, her, or them to pay such annual Sum or yearly Rent-charge, or such Part thereof as shall be so in arrear, to the Person or Persons giving any such Notice, and her, his, or their Executors, Administrators, or Assigns; and from and after such Notice such Tenant or Tenants, or his, her, or their Executors, Administrators, or Assigns, shall pay his, her, or their Rent or Rents (due at the Time of such Notice, and thereafter to grow due,) to the Person or Persons giving such Notice, and her, his, or their Executors, Administrators,

nistrators, or Assigns, until therewith and thereby or otherwise the same annual Sum or yearly Rent-charge, or so much thereof as shall be so in arrear, and all Costs and Charges to be occasioned by the Nonpayment thereof, shall be paid and satisfied; and in case any such Rent or Rents shall be in arrear or unpaid by such Tenant or Tenants, or his, her, or their Executors, Administrators, or Assigns, the Person or Persons giving such Notice, and her, his, or their Executors, Administrators, or Assigns, until her, his, or their annual Sum or yearly Rent-charge, or so much thereof as shall be so in arrear or unpaid, and all Costs, Charges, or Expences occasioned by the Nonpayment thereof, shall be paid and satisfied, shall, with respect to such Tenant or Tenants, and his, her, or their Executors, Administrators, or Assigns, from Time to Time have the same Right of Distress and Remedy by Action for the Recovery of the Rent in arrear as the Person or Persons for the Time being entitled to the immediate Reversion of such Lands shall or may have, or would or might have had, if such Notice had not been given; and the Tenant or Tenants to whom such Notice shall be so given, his, her, or their Executors, Administrators, or Assigns, shall not be liable to the Payment of his, her, or their Rent or Rents (due at the Time of such Notice, or thereafter to grow due), or any Part thereof respectively, unto the Person or Persons for the Time being entitled to the immediate Reversion of such Lands, until by or out of such Rent or Rents, or otherwise, the annual Sum or yearly Rent-charge of the Person or Persons giving such Notice, or so much thereof as shall be so in arrear, and every Part thereof, and all Costs, Charges, and Expences occasioned by the Nonpayment thereof, shall be paid and satisfied.

When the Estates would be subject to more than 5,000*l.* for Jointure to Three or more Women.

IX. And be it further enacted, That from Time to Time, when and so often and so long as the Manors and other Hereditaments herein-before made chargeable as aforesaid, or any of them, shall be, or if this present Proviso had not been inserted in this Act would have been, subject at one and the same Time to the Payment of more than the yearly Sum of Five thousand Pounds for or in respect of any Jointures which shall have been made to Three or more Women, in pursuance of the Power herein-before in that Behalf contained, the same Manors and other Hereditaments, or any of them, shall not be subject to the actual Payment of any greater yearly Sum for the Jointure of the Woman whose Jointure shall secondly have been made than such a yearly Sum as, together with the yearly Sum or Sums which for the Time being shall be payable by way of Jointure to the Woman whose Jointure shall first have been made, shall make up the yearly Sum of Five thousand Pounds, or if the Amount of the yearly Sum or Sums which for the Time being shall be payable by way of Jointure to any Woman or Women whose Jointure or respective Jointures shall have been made subsequently to the Jointure of such Woman whose Jointure shall have been secondly made as aforesaid shall not amount to the yearly Sum of One thousand Pounds, then as, together with the other yearly Sums which for the Time being shall be payable by way of Jointure, shall make up the yearly Sum of Six thousand Pounds; and the Excess of the Jointure of the Woman whose Jointure shall secondly have been

made

made as aforesaid from Time to Time above the yearly Sum to which the same is hereby limited as aforesaid shall from Time to Time absolutely sink for the Benefit of the Person for the Time being entitled under the Limitations aforesaid to the Receipt of the Rents, Issues, and Profits of the said Manors and other Hereditaments.

Estates not to be subjected to more than 6,000*l.* for Jointure at the same Time.

X. And be it further enacted, That the Manors and other Hereditaments herein-before made chargeable as aforesaid, or any of them, shall not at any one and the same Time be subject to the actual Payment of more than the yearly Sum of Six thousand Pounds for or in respect of any Jointures which shall be made in pursuance of the Power herein-before in that Behalf contained, so that if, in consequence of the Exercise of the aforesaid Power of jointuring, the same Manors and other Hereditaments, or any of them, shall be, or if this present Proviso had not been inserted in this Act would have been, for the Time being subject to the actual Payment of a greater annual Sum for Jointures in the whole than Six thousand Pounds, the annual Sum or Sums by the Charge whereof respectively such Excess shall have been occasioned, or such Part thereof as shall have occasioned and shall form the Excess, shall from Time to Time during the Continuance of such Excess absolutely sink for the Benefit of the Person for the Time being entitled under the Limitations aforesaid to the Receipt of the Rents, Issues, and Profits of the said Manors and other Hereditaments, and the said yearly Sums (subject to the Provision for sinking herein-before contained as to the Jointure which shall for the Time being have been secondly made as aforesaid) respectively to have Preference or Priority of Payment according to their Order of Date.

Repeal of leasing Power in 6 G. 1. c. 29.

XI. And be it further enacted, That the said Power of leasing contained in the said Act of the Sixth Year of the Reign of King *George* the First shall be and the same is hereby repealed.

Power to grant Leases for Twenty-one Years.

XII. And be it further enacted by the Authority aforesaid, That it shall be lawful for the said *John* Earl of *Shrewsbury* during his Life, and after his Decease for all and every other Persons and Person to whom the said Manors, Hereditaments, and Premises limited by the said Indenture of the Fourth Day of *March* One thousand seven hundred and eighteen and the said Act of the Sixth Year of the Reign of King *George* the First are by the same Settlement and Act respectively limited successively as aforesaid, as and when they shall respectively by virtue of the Limitations aforesaid be in the actual Possession or entitled to the Receipt of the Rents and Profits of the Manors and other Hereditaments which for the Time being shall stand or be limited and settled by virtue of or under the said Indenture of the Thirty-first Day of *October* One thousand seven hundred, the said Will of the said *Charles* Duke of *Shrewsbury*, the said Indenture of the Fourth Day of *March* One thousand seven hundred and eighteen, and the said Act of the Sixth Year of the Reign of King *George* the First, or any of them, or by virtue of or under or by means of any Purchase, Exchange, or Partition, or any Act or Acts for Inclosure, or otherwise howsoever,

to

to such of the Uses limited by the said Indenture of the Fourth Day of *March* One thousand seven hundred and eighteen and the said Act of the Sixth Year of the Reign of King *George* the First respectively as aforesaid as shall then be subsisting or capable of effect, in case the Person who after the Decease of the said *John* Earl of *Shrewsbury* is hereby authorized as aforesaid shall be of the Age of Twenty-one Years, and if such Person shall be an Infant then for his Guardian or Guardians for the Time being, by any Indenture or Indentures, to be sealed and delivered by him or them in the Presence of and to be attested by Two or more credible Witnesses, to demise or lease any Part or Parts of the same Manors and other Hereditaments (except the Mansion called *Alton Towers* in the Township of *Farley* in the County of *Stafford*, and the Outhouses, Gardens, Ponds, Parks, Woods, and Premises usually enjoyed with the said Mansion,) to any Person or Persons, for any Term or Terms of Years absolute not exceeding Twenty-one Years, to take effect in Possession, and not in Reversion or by way of future Interest, so that there be reserved on every such Demise or Lease the best or most improved yearly Rent or Rents, to be incident to the immediate Reversion of the Hereditaments so to be demised or leased, that can or may be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, for the making thereof, and so that there be therein respectively contained a Clause in the Nature of a Condition of Re-entry for Nonpayment of the Rent or Rents to be respectively reserved, and so that the Person or Persons named therein as Lessee or Lessees do execute a Counterpart or Counterparts thereof respectively, and do thereby covenant for the due Payment of the Rent or Rents thereby to be respectively reserved, and be not, by any Clause or Words therein to be contained, made dispunishable for Waste, or exempted from Punishment for committing Waste.

Power to accept Surrenders of Leases granted under the Power of leasing in 6 G. 1. c. 29., and to grant new Leases for Sixty Years.

XIII. And be it further enacted by the Authority aforesaid, That it shall be lawful for the said *John* Earl of *Shrewsbury* during his Life, and after his Decease for all and every other Persons and Person to whom the said Manors, Hereditaments, and Premises limited by the said Indenture of the Fourth Day of *March* One thousand seven hundred and eighteen and the said Act of the Sixth Year of the Reign of King *George* the First are by the same Settlement and Act respectively limited successively as aforesaid, as and when they shall respectively by virtue of the Limitations aforesaid be in the actual Possession or entitled to the Receipt of the Rents, Issues, and Profits of the said settled Estates, in case the Person who after the Decease of the said *John* Earl of *Shrewsbury* is hereby authorized as aforesaid shall be of the Age of Twenty-one Years, and if such Person shall be an Infant then for his Guardian or Guardians for the Time being, to accept a Surrender or Surrenders of any Lease or Leases which have been granted for Lives, or for Years determinable upon Lives, under the Power of leasing contained in the said Act of the Sixth Year of the Reign of King *George* the First, (other than the said Leases specified in the said First Schedule annexed to this Act,) and upon the Surrender of every Lease so to be surrendered as aforesaid, by any Indenture, to be

be sealed and delivered by him or them in the Presence of and to be attested by Two or more credible Witnesses, to demise or lease, to the Person or Persons making such Surrender, or to such Person or Persons as he or they shall in that Behalf nominate or appoint, the Hereditaments comprised in the Lease which shall so have been so surrendered, with the Appurtenances, for any Term of Years absolute, in Possession, not exceeding the Term of Sixty Years computed from the Date of the surrendered Lease, so as upon every Lease to be granted by virtue of this present Power there be reserved and made payable during the Continuance thereof such and the same Rents, Boons, and Services for the Premises to be therein comprised as shall have been reserved or made payable by the surrendered Lease, and would have been payable or ought to have been rendered for the same Premises, from and after the Time of granting such new Lease, if the surrendered Lease had been a Lease for a like Term of Years absolute to the Lessee or Lessees to be named in such new Lease, without taking any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, for the making thereof, and so as in every such new Lease there be contained a Condition of Re-entry for Nonpayment of the said Rent and Rents thereby to be reserved, and so as the Lessee and Lessees to whom such new Lease shall be made do seal and execute a Counterpart of such Lease.

Power to grant Annuities, not exceeding 300*l.* each, for younger Children.

XIV. And be it further enacted, That it shall be lawful for the said *John* Earl of *Shrewsbury* during his Life, and after his Decease for all and every other Persons and Person to whom the said Manors, Hereditaments, and Premises limited by the said Indenture of the Fourth Day of *March* One thousand seven hundred and eighteen and the said Act of the Sixth Year of the Reign of King *George* the First are by the same Settlement and Act respectively limited successively as aforesaid, as and when they shall respectively by virtue of or under the Limitations as aforesaid be in the actual Possession or entitled to the Receipt of the Rents, Issues, and Profits of the Manors and other Hereditaments which for the Time being shall stand or be limited and settled by virtue of or under the said Indenture of the Thirty-first Day of *October* One thousand seven hundred, the said Will of the said *Charles* Duke of *Shrewsbury*, the said Indenture of the Fourth Day of *March* One thousand seven hundred and eighteen, and the said Act of the Sixth Year of the Reign of King *George* the First, or any of them, or by virtue of or under or by means of any Purchase, Exchange, or Partition, or any Act or Acts for Inclosure, or otherwise howsoever, to such of the Uses by the said Indenture of the Fourth Day of *March* One thousand seven hundred and eighteen and the said Act of the Sixth Year of the Reign of King *George* the First respectively limited as aforesaid, as shall then be subsisting or capable of effect, by any Deed or Deeds or Instrument or Instruments in Writing, with or without Power of Revocation, to be by them respectively sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, (but subject and without prejudice to any Rent-charge or Rent-charges which may have been previously limited under the Power of jointuring herein-before contained or under this present Power,

and also subject and without prejudice to any Lease or Leases now subsisting of any of the said Manors and other Hereditaments, and not by this Act made to cease, and to any Lease or Leases which shall have been granted under any of the Powers of this Act,) and also subject and without prejudice, as to the Hereditaments set forth and described in the said Third Schedule annexed to this Act, to the said yearly Rent-charge herein-after charged on the same (in case the same yearly Rent-charge shall be subsisting), to grant, limit, and appoint unto and to the Use of the Child or Children of the respective Persons exercising this present Power, by any Woman or Women with whom they respectively may marry or may have married, other than and except an eldest or only Son who for the Time being shall be next in Succession to the said Earldom of *Shrewsbury*, or any One or more of such Children, for the Life or respective Lives of such Child or Children respectively, any annual Sum or yearly Rent-charge or annual Sums or yearly Rent-charges, not exceeding in the whole for any one such Child the yearly Sum of Three hundred Pounds, with such Limitations over, to, between, or among all or any other or others of the Children of the Person so exercising this present Power (not being an eldest or only Son next in Succession for the Time being as aforesaid), for his, her, or their Life or respective Lives, as to any annual Sum or yearly Rent-charge or annual Sums or yearly Rent-charges to be granted, limited, or appointed to any Child or Children who may die, or become an eldest or only Son next in Succession for the Time being, as aforesaid, during the Life of any other Child of the Person exercising this present Power, or any Part or Parts thereof, or any Share or Shares which by virtue of any such Grant, Limitation, or Appointment may have survived or accrued to any Child or Children so dying, or becoming an eldest or only Son next in Succession, as aforesaid, of or in any such annual Sum or yearly Rent-charge or annual Sums or yearly Rent-charges as aforesaid, as the Person so exercising this present Power shall think fit, yet so that no one Child shall, by Survivorship or Accruer or otherwise, be entitled to any greater annual Sum or yearly Rent-charge in the whole than the yearly Sum of One thousand Pounds, including any annual Sum or yearly Rent-charge to be originally granted, limited, or appointed to him or her as aforesaid, and the said annual Sums or yearly Rent-charges to be respectively clear of all Deductions for Taxes or otherwise, and to be issuing out of and charged and chargeable upon all or any Part of the said Manors and other Hereditaments settled for the Time being as aforesaid, other than and except the said Hereditaments set forth and described in the said Schedule annexed to the said Act of the Forty-third Year of the Reign of King *George* the Third, and the said Hereditaments set forth and described in the said Second Schedule to this Act, and to be paid and payable by equal half-yearly Payments on the First Day of *August* and the First Day of *February* in every Year, and the first half-yearly Payment of each such annual Sum or yearly Rent-charge to be made on such of the said Days as shall first happen after the Decease of the Person by whom the same shall be granted, limited, or appointed, or at any subsequent Period or Periods to be in that Behalf specified, and such Grants, Limitations, or Appointments respec-

No Child to become entitled to more than 1,000*l.* yearly.

respectively to be made either before or after the Marriage of the Persons respectively making the same.

For recovering such Annuities.

XV. And be it further enacted, That the Person or Persons respectively for the Time being entitled to any annual Sum or yearly Rent-charge or annual Sums or yearly Rent-charges to be granted, limited, or appointed under the Power last herein-before contained, or any Part thereof respectively, shall and may to all Intents and Purposes (subject and without prejudice as aforesaid) have and enjoy such and the like Powers and Remedies for the Recovery of the same, and of all Costs and Charges occasioned by the Nonpayment thereof, as are herein-before respectively given and provided for the Recovery of any Jointures which may be appointed under the Power herein-before in that Behalf contained, and the Costs and Damages to be occasioned by the Nonpayment thereof.

Estates not to be subject to more than 1,800*l.* per Annum in favour of the Children of any one Person;

XVI. Provided always, and be it further enacted, That the Manor and other Hereditaments herein-before made chargeable as aforesaid, or any of them, shall not at any one and the same Time be subject to the Payment of more than the yearly Sum of One thousand eight hundred Pounds for or in respect of any annual Sums or yearly Rent-charges which shall have been charged under the Power herein-before in that Behalf contained to or in favour of any Children of any one Person exercising the same Power; and that if in consequence of the Exercise of the said last-mentioned Power the same Premises and other Hereditaments, or any of them, shall be, or if this present Proviso had not been inserted in this Act would have been, for the Time being, subject to the annual Payment of a greater annual Sum in the whole to any Children of any one Person than One thousand eight hundred Pounds, the annual Sums or yearly Rent-charges which for the Time being shall be, or if this present Proviso had not been inserted in this Act would have been, payable to such Children respectively, shall abate in such Proportions as in the Deed or Deeds or Instrument or Instruments by which the same respectively shall have been granted, limited, or appointed shall be in that Behalf specified or provided, or in default thereof shall abate proportionably.

nor to more than 2,000*l.* per Annum in the whole.

XVII. Provided also, and be it further enacted, That the Manors and other Hereditaments herein-before made chargeable as aforesaid, or any of them, shall not at any one and the same Time be subject to the actual Payment of more than the annual Sum of Two thousand Pounds in the whole, for or in respect of any annual Sums or yearly Rent-charges which shall have been charged by any Two or more Persons under the Power last herein-before contained, so that if in consequence of any Exercise of the same Power the same Manors and other Hereditaments, or any of them, shall, or if this present Proviso had not been inserted in this Act would have been, for the Time being, subject to the actual Payment of a greater annual Sum in the whole to any Children of any Two or more Persons than Two thousand Pounds, the annual Sum or yearly Rent-charge or annual Sums or yearly Rent-charges by the Charge whereof respectively such Excess shall have been occasioned, or such Part thereof as shall have occasioned and shall form such Excess, shall from Time to Time during the Continuance

tinuance of such Excess absolutely sink for the Benefit of the Person for the Time being entitled under the Limitations aforesaid to the Receipt of the Rents, Issues, and Profits of the said Manors and other Hereditaments, and so that every such annual Sum or yearly Rent-charge which shall be charged by any Person for the Time being entitled in Possession under the Limitations aforesaid shall have Preference or Priority of Payment to the annual Sum or yearly Rent-charge or annual Sums or yearly Rent-charges to be charged by any Person or Persons who may subsequently have become entitled in Possession under the same Limitations.

Leases in the First Schedule and the Annuity for 1,000*l.* to cease.

XVIII. And be it further enacted, That from and immediately after the passing of this Act the said several Leases specified in the said First Schedule annexed to this Act, and the said Annuity of One thousand Pounds secured by the said Covenant and Bond of the said *Charles Thomas Talbot*, shall absolutely cease and determine; and the said *John* Earl of *Shrewsbury*, or other the Person for the Time entitled to the settled Estates in Possession under the Limitations aforesaid, shall be entitled to the Rents, Issues, and Profits of the Lands and Hereditaments comprised in such Leases respectively as from the passing of this Act, and shall have and enjoy such and the same Powers and Remedies for Re-entry and enforcing the same respectively as if the same Leases respectively had not been granted.

For recovering Arrears of Rent under such Leases.

XIX. Provided always, and be it further enacted, That the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, their Heirs, Executors, Administrators, and Assigns, shall have and enjoy such and the same Powers and Remedies for recovering and enforcing Payment of the Rents, Issues, and Profits now due of the said Lands and Hereditaments comprised in the same Leases respectively as if the same Leases respectively had not ceased or determined by virtue of this Act.

The Earl of Shrewsbury to account for a proportionate Part of such Rents.

XX. Provided also, and be it further enacted, That the said *John* Earl of *Shrewsbury*, or other the Person for the Time being entitled to the said settled Estates in Possession under the Limitations aforesaid, shall account to the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, their Heirs, Executors, Administrators, or Assigns, for a proportionate Part of the Rents, Issues, and Profits of the Lands and Hereditaments comprised in the said Leases respectively, for any broken Half Year or Quarter of a Year up to the passing of this Act.

Lands in the Third Schedule to be charged with an Annuity of 900*l.* during the Life of Julia Hibbert;

XXI. And be it further enacted, That the Lands and Hereditaments set forth and described in the Third Schedule to this Act (being Part of the said settled Estates) shall from and after the passing of this Act be subject and charged to and with the Payment to the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, their Executors, Administrators, and Assigns, of one annual Sum or yearly Rent-charge of Nine hundred Pounds for the Term of Ninety-nine Years, to commence and be computed from the passing of this Act, and thenceforth next ensuing, if the said *Julia Hibbert* shall so long live, the said annual Sum or yearly Rent-charge of Nine hundred Pounds to be payable by equal half-yearly Payments on

on the Tenth Day of *January* and the Tenth Day of *July* in every Year, and the first half-yearly Payment thereof to be made on the Tenth Day of *January* next ensuing the passing of this Act, if the said *Julia Hibbert* shall be then living, and in case of the Determination of the same annual Sum or yearly Rent-charge of Nine hundred Pounds on any other Day than one of the said half-yearly Days of Payment thereof, a proportional Part of the same to be paid for the Time which the said *Julia Hibbert* shall have lived of the current Half Year, and such proportional Part to be paid at the Expiration of Twenty-one Days next after the Determination of the same annual Sum or yearly Rent-charge; and also to and with the Payment to the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, their Executors, Administrators, and Assigns, of the several annual Sums or yearly Rent-charges herein-after mentioned; (that is to say,) one annual Sum or yearly Rent-charge of Four hundred Pounds for the Term of Ninety-nine Years, to commence and be computed from the Death of the said *Julia Hibbert*, and thenceforth next ensuing, if the said *Bertram Arthur Talbot* shall so long live; and one annual Sum or yearly Rent-charge of Two hundred and fifty Pounds for the Term of Ninety-nine Years, to commence and be computed from the Death of the said *Julia Hibbert*, and thenceforth next ensuing, if the said *Mary Annette Talbot* shall so long live; and one annual Sum or yearly Rent-charge of Two hundred and fifty Pounds for the Term of Ninety-nine Years, to commence and be computed from the Death of the said *Julia Hibbert*, and thenceforth next ensuing, if the said *Gwendeline Elizabeth Talbot* shall so long live; the said annual Sums or yearly Rent-charges of Four hundred Pounds, Two hundred and fifty Pounds, and Two hundred and fifty Pounds, to be respectively payable by equal half-yearly Payments on the Tenth Day of *January* and the Tenth Day of *July* in every Year; and the first half-yearly Payment of the said annual Sum or yearly Rent-charge of Four hundred Pounds to be made on such of the same half-yearly Days of Payment as shall happen next after the Death of the said *Julia Hibbert*, if the said *Bertram Arthur Talbot* shall be then living; and the first half-yearly Payment of the said annual Sum or yearly Rent-charge of Two hundred and fifty Pounds herein-before charged for the Term of Ninety-nine Years, if the said *Mary Annette Talbot* shall so long live, to be paid on such of the same half-yearly Days of Payment as shall happen next after the Death of the said *Julia Hibbert*, if the said *Mary Annette Talbot* shall be then living; and the first half-yearly Payment of the said annual Sum or yearly Rent-charge of Two hundred and fifty Pounds herein-before charged for the Term of Ninety-nine Years, if the said *Gwendeline Elizabeth Talbot* shall so long live, to be made on such of the same half-yearly Days of Payment as shall happen next after the Death of the said *Julia Hibbert*, if the said *Gwendeline Elizabeth Talbot* shall be then living.

and with an Annuity of 400*l.* during the Life of Bertram Arthur Talbot; and with an Annuity of 250*l.* during the Life of Mary Annette Talbot; and with an Annuity of 250*l.* during the Life of Gwendeline Elizabeth Talbot.

For recovering such Annuities.

XXII. And be it further enacted, That the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, their Executors, Administrators, and Assigns, shall and may to all Intents and Purposes have and enjoy such and the like Powers and Remedies for the Recovery and obtaining Payment of the said annual Sums or yearly

Rent-charges of Nine hundred Pounds, Four hundred Pounds, Two hundred and fifty Pounds, and Two hundred and fifty Pounds respectively, and of all Costs and Damages occasioned by the Non-payment thereof respectively, out of or from the said Hereditaments herein-before charged with the Payment of the same annual Sums or yearly Rent-charges respectively, as are herein-before respectively given and provided for the Recovery and obtaining Payment of any Jointures which may be appointed under the Power herein-before in that Behalf contained, and the Costs and Damages to be occasioned by the Nonpayment thereof.

Trusts of Annuity of 900*l.*

XXIII. And be it further enacted, That the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, their Executors, Administrators, and Assigns, shall stand and be possessed of and interested in the said annual Sum or yearly Rent-charge of Nine hundred Pounds upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisions, and Declarations upon, for, with, under, and subject to which the clear improved yearly Rents of the said Hereditaments comprised in the said Leases specified in the said First Schedule annexed to this Act would, from and after the passing of this Act, have been held during the Life of the said *Julia Hibbert*, under or by virtue of the said Indenture of the Eighteenth Day of *June* One thousand eight hundred and thirty, if this Act had not passed.

Trusts of Annuity of 400*l.* during Minority;

XXIV. And be it further enacted, That the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, their Executors, Administrators, and Assigns, shall stand and be possessed of and interested in the said annual Sum or yearly Rent-charge of Four hundred Pounds upon and for the Trusts, Intents, and Purposes herein-after declared of and concerning the same; (that is to say,) upon Trust during the Minority of the said *Bertram Arthur Talbot* (in case he shall be living, and shall be under the Age of Twenty-one Years, at the Death of the said *Julia Hibbert*,) to apply the whole, or such Part as they or he shall from Time to Time think sufficient, of the same annual Sum or yearly Rent-charge, for the Maintenance and Education of the said *Bertram Arthur Talbot*, and to accumulate the Surplus or Residue (if any) of the same annual Sum or yearly Rent-charge by investing such Surplus or Residue, when and as the same shall be received, and all the resulting Income and Produce thereof from Time to Time, in the Purchase, in their or his Names or Name, of a competent Share or competent Shares of any of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England* or *Wales*, but not in *Ireland*, with Power to alter or vary the same Stocks, Funds, or Securities from Time to Time, at their or his Discretion, and with Power to apply all or any Part of the Savings in any preceding Year for the Maintenance and Education of the said *Bertram Arthur Talbot* in any subsequent Year; and in case the said *Bertram Arthur Talbot* shall survive the said *Julia Hibbert*, and shall live to attain the Age of Twenty-one Years, then to stand possessed of the said annual Sum or yearly Rent-charge of Four hundred Pounds from and after the Death of the said *Julia Hibbert*, or from and after the said

in case he attains Twenty-one Years.

said *Bertram Arthur Talbot* shall so attain the Age of Twenty-one Years, (whichever shall last happen,) upon Trust for the said *Bertram Arthur Talbot*, and to assign the same to him accordingly.

Trusts of Savings as to Bertram Arthur Talbot, in case he attains Twenty-one;

XXV. And be it further enacted, That the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, their Executors, Administrators, and Assigns, shall stand and be possessed of and interested in the Savings (if any) of the said annual Sum or yearly Rent-charge of Four hundred Pounds during the Minority of the said *Bertram Arthur Talbot*, and the Stocks, Funds, and Securities in or upon which the same shall be laid out or invested, and the Interest, Dividends, and annual Produce thereof, and all Accumulations of the same, upon the Trusts following; (that is to say,) in case the said *Bertram Arthur Talbot* shall attain the Age of Twenty-one Years, upon Trust for the said *Bertram Arthur Talbot*, his Executors, Administrators, and Assigns; and in case the said *Bertram Arthur Talbot* shall die without having attained the Age of Twenty-one Years, then upon Trust for the said *Mary Annette Talbot* and *Gwendeline Elizabeth Talbot*, if they shall both attain the Age of Twenty-one Years, or marry under that Age, and their respective Executors, Administrators, and Assigns, in equal Shares; and in case the said *Bertram Arthur Talbot* shall die under the Age of Twenty-one Years, and only one of them the said *Mary Annette Talbot* and *Gwendeline Elizabeth Talbot* shall attain the Age of Twenty-one Years, or marry under that Age, then upon Trust for such one of them the said *Mary Annette Talbot* and *Gwendeline Elizabeth Talbot* as shall attain the Age of Twenty-one Years, or marry under that Age, her Executors, Administrators, and Assigns; and in case the said *Bertram Arthur Talbot* shall die under the Age of Twenty-one Years, and both of them the said *Mary Annette Talbot* and *Gwendeline Elizabeth Talbot* shall die under the Age of Twenty-one Years without having married, then upon Trust for the said *Julia Hibbert*, her Executors, Administrators, and Assigns; and until the same shall become absolutely vested under the Trusts aforesaid the annual Income thereof to be accumulated in manner aforesaid for the Benefit of the Person or Persons ultimately becoming entitled to the principal Fund.

in case he does not.

Power of Advancement as to Bertram Arthur Talbot.

XXVI. Provided always, and be it further enacted, That it shall be lawful for the *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, or the Survivor of them, or the Executors or Administrators of such Survivor, or their or his Assigns, at any Time or Times during the Minority of the said *Bertram Arthur Talbot*, at their or his absolute Discretion, to pay or apply the whole or any Part of the Trust Fund to which he shall for the Time being be entitled in expectancy under the Trusts aforesaid for or towards the Preferment or Advancement or Benefit of the said *Bertram Arthur Talbot*, in such Manner as they or he shall think fit.

Trusts of Annuity of 250*l.* payable during the Life of Mary Annette Talbot,

XXVII. And be it further enacted, That the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, their Executors, Administrators, and Assigns, shall stand and be possessed of and interested in the said annual Sum or yearly Rent-charge of Two hundred

hundred and fifty Pounds, herein-before made payable to them for the Term of Ninety-nine Years, if the said *Mary Annette Talbot* shall so long live, upon and for the Trusts, Intents, and Purposes hereinafter declared of and concerning the same; (that is to say,) upon Trust, until the said *Mary Annette Talbot* shall attain the Age of Twenty-one Years, or shall marry under that Age, (in case she shall survive the said *Julia Hibbert*, and shall not attain the Age of Twenty-one Years, or marry, in the Lifetime of the said *Julia Hibbert*,) to apply the whole, or such Part as they or he shall from Time to Time think sufficient, of the same annual Sum or yearly Rent-charge of Two hundred and fifty Pounds, for the Maintenance and Education of the said *Mary Annette Talbot*, and to accumulate the Surplus or Residue, if any, of the same annual Sum or yearly Rent-charge of Two hundred and fifty Pounds, by investing such Surplus or Residue, when and as the same shall be received, and all the resulting Income and Produce thereof from Time to Time, in the Purchase, in their Names or Name, of a competent Share or competent Shares of any of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England* or *Wales*, but not in *Ireland*, with Power to alter or vary the same Stocks, Funds, or Securities from Time to Time at their or his Discretion, and with Power to apply all or any Part of the Savings in any preceding Year for the Maintenance and Education of the said *Mary Annette Talbot* in any subsequent Year; and in case the said *Mary Annette Talbot* shall attain the Age of Twenty-one Years, or marry under that Age, then to stand and be possessed of and interested in the same annual Sum or yearly Rent-charge of Two hundred and fifty Pounds, after the said *Mary Annette Talbot* shall so attain the Age of Twenty-one Years, or marry, which shall first happen, upon Trust for the said *Mary Anne Talbot*, and to assign the same to her accordingly.

during Minority and Discoverture,

after Minority or Marriage.

XXVIII. And be it further enacted, That the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, their Executors, Administrators and Assigns, shall stand and be possessed of and interested in the Savings (if any) during the Minority and Discoverture of the said *Mary Annette Talbot* of the said annual Sum or yearly Rent-charge of Two hundred and fifty Pounds, herein-before made payable for the Term of Ninety-nine Years, if the said *Mary Annette Talbot* shall so long live, and the Stocks, Funds, or Securities in or upon which the same shall be laid out or invested, and the Interest, Dividends, and annual Produce thereof, and the Accumulations of the same, upon the Trusts following; (that is to say,) in Trust for the said *Mary Annette Talbot*, her Executors, Administrators, and Assigns, in case she the said *Mary Annette Talbot* shall attain the Age of Twenty-one Years, or marry under that Age; and in case the said *Mary Annette Talbot* shall die under the Age of Twenty-one Years, and without having married, and the said *Bertram Arthur Talbot* shall attain the Age of Twenty-one Years, and the said *Gwendeline Elizabeth Talbot* shall attain the Age of Twenty-one Years, or marry under that Age, then upon Trust for the said *Bertram Arthur Talbot* and *Gwendeline Elizabeth Talbot*, and their respective Executors, Administrators, and Assigns, in equal Shares; and in case both of them the said *Mary Annette Talbot* and *Gwendeline*

Trusts of Savings as to Mary Annette Talbot, in case she attains Twenty-one, or marries;

in case she does not.

deline Elizabeth Talbot shall die under the Age of Twenty-one Years without having married, and the said *Bertram Arthur Talbot* shall attain the Age of Twenty-one Years, then upon Trust for the said *Bertram Arthur Talbot*, his Executors, Administrators, and Assigns; and in case the said *Mary Annette Talbot* shall die under the Age of Twenty-one Years without having married, and the said *Bertram Arthur Talbot* shall die under the Age of Twenty-one Years, then upon Trust for the said *Gwendeline Elizabeth Talbot*, her Executors, Administrators, and Assigns; and in case the said *Bertram Arthur Talbot* shall die under the Age of Twenty-one Years, and both of them the said *Mary Annette Talbot* and *Gwendeline Elizabeth Talbot* shall die under the Age of Twenty-one Years without having married, then upon Trust for the said *Julia Hibbert*, her Executors, Administrators, or Assigns; and until the same shall become absolutely vested under the Trusts aforesaid, the annual Income thereof to be accumulated in manner aforesaid for the Benefit of the Person or Persons ultimately becoming entitled to the principal Fund.

Trust of Annuity of 250*l.* payable during the Life of Gwendeline Elizabeth Talbot, during Minority and Discoverture;

XXIX. And be it further enacted, That the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, their Executors, Administrators, and Assigns, shall stand and be possessed of and interested in the said annual Sum or yearly Rent-charge of Two hundred and fifty Pounds, herein-before made payable to them for the Term of Ninety-nine Years, if the said *Gwendeline Elizabeth Talbot* shall so long live, upon and for the Trusts, Intents, and Purposes hereinafter declared of and concerning the same; (that is to say,) upon Trust, until the said *Gwendeline Elizabeth Talbot* shall attain the Age of Twenty-one Years, or marry under that Age, (in case she shall survive the said *Julia Hibbert*, and shall not attain the Age of Twenty-one Years, or marry in the Lifetime of the said *Julia Hibbert*,) to apply the whole, or such Part as they or he shall from Time to Time think sufficient, of the same annual Sum or yearly Rent-charge of Two hundred and fifty Pounds, for the Maintenance and Education of the said *Gwendeline Elizabeth Talbot*, and to accumulate the Surplus or Residue of the same annual Sum or yearly Rent-charge of Two hundred and fifty Pounds by investing such Surplus or Residue when and as the same shall be so received, and all the resulting Income and Produce thereof from Time to Time, in the Purchase, in their Names or Name, of a competent Share or competent Shares of any of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England* or *Wales*, but not in *Ireland*, with Power to alter or vary the same Stocks, Funds, or Securities from Time to Time at their or his Discretion, and with Power to apply all or any Part of the Savings in any preceding Year for the Maintenance and Education of the said *Gwendeline Elizabeth Talbot* in any subsequent Year; and in case the said *Gwendeline Elizabeth Talbot* shall attain the Age of Twenty-one Years, or marry under that Age, then to stand and be possessed of and interested in the same annual Sum or yearly Rent-charge of Two hundred and fifty Pounds, after the said *Gwendeline Elizabeth Talbot* shall so attain the Age of Twenty-one Years, or marry, which shall first happen, upon Trust for the said *Gwendeline Elizabeth Talbot*, and to assign the same to her accordingly.

after Minority or Marriage.

XXX. And

Trusts of Savings as to Gwendeline Elizabeth Talbot, in case she attains Twenty-one or marries;

XXX. And be it further enacted, That the said *Joseph Thaddeus* Lord *Dormer* and *George Fortescue Turvile*, their Executors, Administrators, and Assigns, shall stand and be possessed of and interested in the Savings (if any) during the Minority and Discoverture of the said *Gwendeline Elizabeth Talbot* of the said annual Sum or yearly Rent-charge of Two hundred and fifty Pounds, herein-before made payable for the Term of Ninety-nine Years, if the said *Gwendeline Elizabeth Talbot* shall so long live, and the Stocks, Funds, and Securities in or upon which the same shall be laid out or invested, and the Interests, Dividends, and annual Produce thereof, and the Accumulations of the same, upon the Trusts following; (that is to say,) in case the said *Gwendeline Elizabeth Talbot* shall attain the Age of Twenty-one Years, or marry under that Age, upon Trust for the said *Gwendeline Elizabeth Talbot*, her Executors, Administrators, and Assigns; and in case the said *Gwendeline Elizabeth Talbot* shall die under the Age of Twenty-one Years without having married, and the said *Bertram Arthur Talbot* shall attain the Age of Twenty-one Years, and the said *Mary Annette Talbot* shall attain the Age of Twenty-one Years, or marry under that Age, then upon Trust for the said *Bertram Arthur Talbot* and *Mary Annette Talbot*, and their respective Executors, Administrators, and Assigns, in equal Shares; and in case both of them the said *Mary Annette Talbot* and *Gwendeline Elizabeth Talbot* shall die under the Age of Twenty-one Years without having married, and the said *Bertram Arthur Talbot* shall attain the Age of Twenty-one Years, then upon Trust for the said *Bertram Arthur Talbot*, his Executors, Administrators, and Assigns; and in case the said *Bertram Arthur Talbot* shall die under the Age of Twenty-one Years, and the said *Mary Annette Talbot* shall die under the Age of Twenty-one Years without having married, then upon Trust for the said *Gwendeline Elizabeth Talbot*, her Executors, Administrators, and Assigns; and in case the said *Bertram Arthur Talbot* shall die under the Age of Twenty-one Years, and both of them the said *Mary Annette Talbot* and *Gwendeline Elizabeth Talbot* shall die under the Age of Twenty-one Years without having married, then upon Trust for the said *Julia Hibbert*, her Executors, Administrators, and Assigns; and until the same shall become absolutely vested under the Trusts aforesaid, the annual Income thereof to be accumulated in manner aforesaid for the Benefit of the Person or Persons ultimately becoming entitled to the principal Fund.

in case she does not.

General Power to exchange, with the Approbation of the Court of Chancery.

XXXI. And be it further enacted by the Authority aforesaid, That it shall be lawful for the said *John* Earl of *Shrewsbury* during his Life, and after his Decease for all and every other Persons and Person to whom the said Manors, Hereditaments, and Premises limited by the said Indenture of the Fourth Day of *March* One thousand seven hundred and eighteen and the said Act of the Sixth Year of the Reign of King *George* the First are by the same Settlement and Act respectively limited successively as aforesaid, as and when they shall respectively by virtue of the Limitations aforesaid be in the actual Possession or entitled to the Receipt of the Rents and Profits of the Manors and other Hereditaments which for the Time being shall stand or be limited and settled by virtue of or under the said Indenture of the Thirty-first Day of *October* One thousand

thousand seven hundred, the said Will of the said *Charles* Duke of *Shrewsbury*, the said Indenture of the Fourth Day of *March* One thousand seven hundred and eighteen, and the said Act of the Sixth Year of the Reign of King *George* the First, or any of them, or by virtue of or under or by means of any Purchase, Exchange, or Partition, or any Act or Acts for Inclosure, or otherwise howsoever, to such of the Uses limited by the said Indenture of the Fourth Day of *March* One thousand seven hundred and eighteen and the said Act of the Sixth Year of the Reign of King *George* the First respectively as aforesaid as shall be subsisting or capable of taking effect, in case the Person who after the Decease of the said *John* Earl of *Shrewsbury* is hereby authorized as aforesaid shall be of the Age of Twenty-one Years, and if such Person shall be an Infant then for his Guardian or Guardians for the Time being, by any Indenture or Indentures, to be sealed and delivered by him or them in the Presence of and to be attested by Two or more credible Witnesses, at any Time or Times after the passing of this Act, under and subject to the Direction of Her Majesty's High Court of Chancery, in pursuance of an Order or Orders for that Purpose, to be obtained upon Motion or Petition in a summary Way, from Time to Time, and so often as he or they shall think proper, to convey in exchange for or in lieu of any other Freehold or Customary or Copyhold Manors, Messuages, Lands, Tenements, or Hereditaments, to be situated in the said several Counties of *Oxford*, *Chester*, *Salop*, *Worcester*, *Stafford*, *Berks*, and *Derby*, or some or one of them, any of the Lands and Premises which for the Time being shall so stand limited and settled as aforesaid, not exceeding in any one Exchange Twenty-five Acres, with their Rights, Members, and Appurtenances, and for effectuating any such Exchange or Exchanges to limit and assure the same Premises unto and to the Use of the Person or Persons with whom such Exchange or Exchanges shall be made, and his, her, or their Heirs and Assigns, or as he, she, or they shall direct, or to such other Use or Uses or in such other Manner as Circumstances may require, freed, acquitted, exonerated, and discharged of and from all and every the Uses, Trusts, Estates, Entails, Remainders, Charges, Powers, Provisions, Limitations, and Agreements in and by the said Indentures of the Thirtieth and Thirty-first Days of *October* One thousand seven hundred, the said Will of the said *Charles* Duke of *Shrewsbury*, the said Indentures of the Third and Fourth Days of *March* One thousand seven hundred and eighteen, the said Act of Parliament of the Sixth Year of the Reign of King *George* the First, or any of them, or any other Act of Parliament herein-before referred to, or this Act, or any Conveyance already executed or hereafter to be executed upon any such Purchase or Exchange as aforesaid, respectively created, limited, provided, or declared of or concerning the same Hereditaments and Premises respectively.

Repeal of Proviso in 6 G. 1. c. 29., enabling Alienation.

XXXII. And be it further enacted, That the Proviso contained in the said Act of the Sixth Year of the Reign of King *George* the First, in the Words following, " Provided nevertheless, that neither the First nor any other Son or Sons of the Body of the said *George Talbot*, or of the Body of the said *John Talbot*, or of the Body of the said *Gilbert* Earl of *Shrewsbury*, nor any of the Heirs Male of

the Body or Bodies of any such Son or Sons issuing, nor any other Person or Persons, his or their Heirs Male of his or their Body or Bodies issuing, to whom any Estate of Inheritance of or in the Premises or any Part thereof shall hereafter come, descend, or accrue by force or means of this present Act of Parliament, who shall within Six Months after he or they shall attain the Age of Eighteen Years take the Oaths appointed to be taken instead of the Oaths of Supremacy and Allegiance by an Act of Parliament made in the First Year of the Reign of their late Majesties King *William* and Queen *Mary*, intituled *An Act for the abrogating the Oaths of Supremacy and Allegiance, and appointing other Oaths*, and also subscribe the Declaration set down and expressed in an Act of Parliament made in the Thirtieth Year of the Reign of the late King *Charles* the Second, intituled *An Act for the more effectual preserving the King's Person and Government, by disabling Papists from sitting in either House of Parliament*, to be by him or them made, repeated, and subscribed in the Courts of Chancery or King's Bench, or Quarter Sessions of the County where he or they shall reside, and who shall from thenceforth continue a Protestant until he or they attain the Age of Twenty-one Years, shall, after he or they shall attain the said Age, and while he or they continue Protestants, be disabled from aliening, giving, granting, bargaining, selling, or otherwise conveying away the said Manors, Messuages, Advowsons, Tithes, Lands, Tenements, and Hereditaments, or any other the Premises hereby settled, or any Part thereof, but may alien, give, grant, bargain, sell, or otherwise convey away the same Premises or any Part thereof as freely and absolutely as he or they might have done if this Act had never been made," shall be and the same is hereby repealed.

1 W. & M. Sess. 1. c. 8.

30 Car. 2. Stat. 2.

Power to grant Building Leases for Ninety-nine Years.

XXXIII. And be it further enacted by the Authority aforesaid, That it shall be lawful for the said *John* Earl of *Shrewsbury* during his Life, and after his Decease for all all and every other Persons and Person to whom the said Manors, Hereditaments, and Premises limited by the said Indenture of the Fourth Day of *March* One thousand seven hundred and eighteen and the said Act of the Sixth Year of the Reign of King *George* the First are by the same Settlement and Act respectively limited successively as aforesaid, as and when they shall respectively by virtue of the Limitations aforesaid be in the actual Possession or entitled to the Receipt of the Rents and Profits of the Lands which for the Time being shall stand limited and settled by virtue of or under the said Indenture of the Thirty-first Day of *October* One thousand seven hundred, the said Will of the said *Charles* Duke of *Shrewsbury*, the said Indenture of the Fourth Day of *March* One thousand seven hundred and eighteen, and the said Act of the Sixth Year of the Reign of King *George* the First, or any of them, or by virtue of or under or by means of any Purchase, Exchange, or Partition, or any Act or Acts for Inclosure, or otherwise howsoever, to such of the Uses limited by the said Indenture of the Fourth Day of *March* One thousand seven hundred and eighteen and the said Act of the Sixth Year of the Reign of King *George* the First respectively as aforesaid as shall then be subsisting or capable of effect, in case the Person who after

after the Decease of the said *John* Earl of *Shrewsbury* is hereby authorized as aforesaid shall be of the Age of Twenty-one Years, and if such Person shall be an Infant then for his Guardian or Guardians, by any Indenture or Indentures, to be sealed and delivered by him, her, or them in the Presence of and to be attested by Two or more credible Witnesses, to demise or lease all or any Part or Parts of the same Lands, except such Parts of the same Lands in the County of *Stafford* as lie to the North of the River *Churnett*, together with the Buildings thereon, if any, for any Term or Number of Years not exceeding Ninety-nine Years, in Possession, to any Person or Persons whomsoever who shall be willing substantially to improve or repair any of the present or any future Houses or Buildings upon any Part of the same Lands, or to erect and build any House or Houses or other Buildings in lieu or stead thereof or in addition thereto, or to erect and build any House or Houses or other Buildings on any Part of the said Lands whereon no Buildings shall be then standing, or who shall be willing to annex any of the said Lands for Gardens, Yards, or other Conveniences to Buildings erected and built or to be from Time to Time erected and built on the said Lands or any of them, or who shall be willing otherwise to improve the same Lands or any Part thereof; and with or without Liberty for the Lessee or Lessees to take down or remove all or any Part or Parts of the Buildings standing or being upon the Land or Ground in such Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on; and with or without Liberty for the Lessee or Lessees to set out and allot any Part or Parts of the Premises to be comprised in any such Lease or Leases as and for the Site of any Streets, Squares, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises; and also with or without Liberty for the Lessee or Lessees to dig and excavate, in or under any Part of the Land or Ground which may be so set out and allotted for Streets, Squares, Roads, Ways, Avenues, Passages, or otherwise, as aforesaid, Arches, Cellars, or other Easements to any present or future Houses or Buildings; and also with or without Liberty for the Lessee or Lessees to dig, take, and carry away, in and out of the Land or Ground to be comprised in his, her, or their respective Lease or Leases, any such Earth, Clay, Sand, Gravel, or other Soil as it shall be found necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, or Sand out of any convenient Part of the respective Premises to be comprised in such respective Leases, and to manufacture the same into Bricks or Tiles or other Materials, to be used in such new Buildings or Works, Repairs or Improvements as aforesaid; and also with or without any other Liberties or Privileges which to the Person or Persons granting such Lease or Leases respectively shall seem reasonable, and as are usual in Leases of a similar Description; so as in every such Lease or Demise there be reserved and made payable (except in the Cases where Peppercorn Rents may be reserved according to the Provisions herein-after contained) the best yearly Rent that can be reasonably

had or gotten for the same, to be made payable half-yearly or oftener; and so that every such Lease or Demise be made without taking any Fine, Premium, or Foregift, or any thing in the Nature thereof, for or in respect of making the same; and so as in every such Lease or Demise made for the Purpose of having Buildings or Works erected or constructed there shall be contained a Covenant on the Part of the Lessee or Lessees to build, construct, and finish the Buildings which may be agreed to be built or constructed on the Premises, and within a Time to be specified for that Purpose, and to keep in repair during the Term such Buildings and Works; and so as in every such Lease or Demise made for the Purpose of having Buildings repaired or rebuilt there shall be contained a Covenant on the Part of the Lessee or Lessees substantially to rebuild or repair the same within a Time to be specified for that Purpose, and to keep in repair during the Term the Messuages and Buildings agreed to be rebuilt or repaired; and so that in every such Lease or Demise to be made for any of the Purposes aforesaid there be contained on the Part of the Lessee or Lessees a Covenant for the due Payment of the Rent or Rents to be thereby respectively reserved (unless the same shall be a Peppercorn), and of all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever affecting the same Premises respectively, and also a Covenant for keeping the Messuages and Buildings erected and built and to be erected and built or repaired on the Premises to be therein comprised insured from Loss or Damage by Fire to the Amount of Four Fifths at the least of the Value thereof in some or one of the public Offices for Insurance, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating such Messuages or Buildings as shall be destroyed or damaged by Fire, and also to surrender the Possession of and leave in repair the Messuages, Erections, and Buildings to be erected and built or repaired or constructed on the Premises therein comprised on the Expiration or sooner Determination of the Term to be thereby granted; and so as in every such Lease or Demise there be contained a Power for the Person or Persons for the Time being entitled to the same Premises in Remainder or Reversion immediately expectant on the Term to be thereby granted, or his, her, or their Surveyors and Agents, to enter upon the Premises and inspect the Condition thereof, and also a Proviso or Condition of Re-entry for Nonpayment of the Rent to be thereby reserved (unless the same shall be a Peppercorn), or for Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained on the Part of the Lessee or Lessees, and either with or without a Proviso that no Breach of any of the Covenants to be therein contained (except of the Covenant for Payment of the Rent, and such other Covenant or Covenants, if any, as may be agreed upon between the Parties to be so excepted,) shall occasion any Forfeiture of such Lease or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, nor unless the Damage and Costs to be recovered in such Action should remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and every such Lease may also contain any other Covenants, Agreements, Powers, Conditions,

Conditions, or Restrictions usually inserted in Leases of a similar Description which shall appear reasonable to the Person granting such Lease or Leases respectively; and so as that the respective Lessees execute Counterparts of their respective Leases, and deliver the same to the Person for the Time being entitled in Possession to the Rents, Issues, and Profits of the Premises so to be leased.

Parts of the Ground may be set out for Roads, &c.

XXXIV. And be it further enacted, That it shall be lawful for the Person or Persons for the Time being authorized by virtue of this Act to grant Leases as aforesaid to lay out and appropriate any Part or Parts of the Lands or Grounds of which he or she respectively is or are herein-before authorized to grant Leases as aforesaid as and for a Way or Ways, Street or Streets, Square or Squares, Avenue or Avenues, Passage or Passages, Sewer or Sewers, or other Conveniences, for the general Improvement of the same Lands or Grounds respectively, and the Accommodation of the Tenants or Occupiers thereof, in such Manner as shall be agreed upon in any such Grant, Demise, or Lease respectively, or in any general Deed to be executed for that Purpose, such general Deed (if any) to be sealed and delivered by the Person or Persons who for the Time being may exercise the Power of leasing herein-before given, and to be enrolled in one of Her Majesty's Courts of Record at *Westminster*, and also by such Lease or Leases or general Deed to give and grant such Privileges and other Easements as such Persons shall deem reasonable or convenient.

Power to enter into Contracts for granting Leases.

XXXV. Provided always, and be it further enacted, That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid to enter into any Contract or Contracts in Writing for granting any Lease or Leases of all or any Part or Parts of the Lands or Grounds of which he or she respectively is or are herein-before authorized to grant Leases as aforesaid, with the Buildings, if any, which shall be standing thereon, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable; and to agree, when and as any Lands or Buildings so agreed to be let, or any Part or Parts thereof, shall be built, rebuilt, or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract or Contracts, by One or more Indenture or Indentures to demise or lease the Lands or Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, or his, her, or their Executors, Administrators, or Assigns, or to such other Person or Persons as he, she, or they shall nominate and appoint in that Behalf, for and during the Remainder of the Term to be specified in such Contract or Contracts, and in such Parcels, and under and subject to such Portions of the yearly Rent or Rents, to be specified in such Contract or Contracts, as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved on any such Lease shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Seventh

Part

Part of the clear yearly Rack-rent Value of the Lands and Buildings to be comprised in such Lease when fit for Habitation and Use; and (if the Person entering into such Contract as aforesaid shall think the same expedient) to agree that the full Rent specified in such Contract or Contracts shall be reserved in the Leases to be granted of a given Quantity, to be specified in such Contract or Contracts, of the Lands and Grounds thereby agreed to be demised, and that the Residue thereof shall be demised at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract or Contracts shall have been reserved in any Lease or Leases to be granted, and at such Time or respective Times and in such Manner as may be thought proper; or if no given Quantity for such Purpose shall be specified in such Contract or Contracts, to agree that when the full Rent agreed to be reserved shall have been reserved in the Lease or Leases granted, or a competent Part or competent Parts of the said Lands or Grounds thereby agreed to be demised, the Residue thereof, if any, shall be demised by One or more Lease or Leases at the yearly Rent of a Peppercorn; and, in case of Leases to be granted at the yearly Rent of a Peppercorn, to agree to grant the same either before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rents agreed to be reserved in such Contract or Contracts may be made to commence at such Period or Periods within One Year from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time agreed to be demised, and the Progress of the Buildings stipulated to be erected thereon; and to agree that when and as any Lease or Leases shall be granted of any Part or Parts of the Hereditaments so contracted to be leased the Hereditaments so for the Time being leased shall be discharged from such Contract or Contracts, and that the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable, in respect of such Part or Parts of the Hereditaments comprised in such Contract or Contracts which shall not for the Time being be leased, to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be paid as may be thought proper, and shall in such Contract or Contracts be provided for; and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Power of leasing herein-before contained.

Such Contracts to contain a Condition for Re-entry, and for Lessees to execute Counterparts of the Leases.

XXXVI. Provided also, and be it further enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same Contract as to or for Re-entry upon such Part or Parts of the Land and Buildings therein comprised and agreed to be let as shall not have been actually leased, and shall not be built on, rebuilt, or repaired, laid out, formed, or improved in the Manner therein stipulated,

stipulated, within a reasonable Time, to be therein appointed, and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be granted pursuant to such Contract shall accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same, within a reasonable Time to be thereby appointed, or that in default thereof such Contract shall, as to the Lands and Buildings not actually leased by virtue of the same Contract, be void; and every such Contract shall be binding on all Persons interested in the Hereditaments to be comprised therein, and shall be carried into execution by a Lease or Leases, to be granted in pursuance of the Power and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

In case of obtaining Possession under the Condition of Re-entry, other Leases may be granted.

XXXVII. And be it further enacted, That if the said *John* Earl of *Shrewsbury*, or any succeeding Taker of the settled Estates, shall enter upon the Land or Buildings to be comprised in any such Lease or Contract, and recover or obtain Possession thereof, under or by virtue of any Condition of Re-entry therein contained, then and in every such Case it shall be lawful for the said *John* Earl of *Shrewsbury*, or any other Person or Persons who after his Decease may for the Time being be authorized to grant Building Leases under the Power in that Behalf herein-before contained, to grant Leases, or enter into Contracts for the granting of Leases, and afterwards to grant Leases, of the same Hereditaments, under the Powers and Authorities herein-before contained, in the same Manner as if no Leases or Contracts for Leases thereof had been previously granted or entered into.

Power to alter, vary, and rescind Contracts.

XXXVIII. Provided always, and be it further enacted, That it shall be lawful for the Person or Persons for the Time being authorized to grant Leases by virtue of this Act from Time to Time to enter into any new Covenants or Agreements in relation to the Hereditaments so authorized to be leased by him or her respectively as aforesaid, with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, by way of Addition to or Explanation or Alteration of all or any of the Covenants and Agreements in such Contract or Contracts respectively to be contained, so nevertheless that such Contract or Contracts respectively shall, when so added to, explained, or altered, continue to be conformable with the Powers and Provisions of this Act, or to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract or Contracts respectively, and, if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, his, her, or their Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released, so nevertheless that after such Release or Releases respectively such Contract or Contracts respectively shall, notwithstanding any such new Covenants or Agreements as last aforesaid, continue to be conformable with the Powers

Powers and Provisions of this Act, or to accept a Surrender of all or any Part of the Hereditaments comprised in any such Contract or Contracts as aforesaid, and the Hereditaments so surrendered shall or may be contracted or agreed to be leased and afterwards leased, under the Powers and Authorities herein-before contained, in the same or the like Manner as if no Contract or Contracts for leasing the same had been previously entered into or executed: Provided always, that every Lease to be granted under any of the Provisions of this Act shall be deemed and taken to be duly granted, although it shall have been preceded by a Contract, and such Contract should not in all respects have been duly observed, and that after any Lease shall have been executed the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease.

After Leases granted, Contracts not to form Evidence.

XXXIX. And be it further enacted, That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid, so far as relates to the Hereditaments of which such Person or Persons is or are hereby authorized to grant Leases as aforesaid, to confirm any Lease or Leases to be granted by virtue of this Act in any Case in which, for some technical Error or Informality in granting or executing the same or in entering into the Contract for granting the same, such Lease or Leases shall be void or voidable, or to grant any Lease or Leases, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Lease or Leases, for any Term or Number of Years not exceeding the then Residue of the Term or Terms of Years granted or purported to be granted by such void or voidable Lease or Leases, and at and under the same yearly Rent or Rents as was or were, or a larger Rent or Rents than was or were, reserved in such void or voidable Lease or Leases respectively, or to accept a Surrender or Surrenders of any Lease or Leases to be granted under this Act, and grant any Lease or Leases, pursuant to the respective Powers and subject to the respective Restrictions herein-before contained, of the Hereditaments comprised in the Lease or Leases so surrendered, for any Term or Terms of Years not exceeding the then Residue of the Term or Terms of Years granted by the Lease or respective Leases so surrendered, and at and under the same yearly Rent or Rents as was or were, or a larger Rent or larger Rents as was or were, reserved in the Lease or Leases so surrendered, so nevertheless that no Fine or Premium shall be accepted and taken for making any such Confirmation or Confirmations or new Lease or Leases respectively.

Power to confirm Leases containing technical Errors.

XL. And be it further enacted by the Authority aforesaid, That it shall be lawful for the said *John* Earl of *Shrewsbury* during his Life, and after his Decease for all and every other Persons and Person to whom the said Manors, Hereditaments, and Premises limited by the said Indenture of the Fourth Day of *March* One thousand seven hundred and eighteen and the said Act of the Sixth Year of the Reign of King *George* the First are by the same Settlement and Act respectively limited successively as aforesaid, as and when they shall respectively by virtue of the Limitations aforesaid be in the actual

Power to grant Mining Leases.

actual Possession or entitled to the Receipt of the Rents and Profits of the Lands which for the Time being shall stand limited and settled by virtue of or under the said Indenture of the Thirty-first Day of *October* One thousand seven hundred, the said Will of the said *Charles* Duke of *Shrewsbury*, the said Indenture of the Fourth Day of *March* One thousand seven hundred and eighteen, and the said Act of the Sixth Year of the Reign of King *George* the First, or any of them, or by virtue of or under or by means of any Purchase, Exchange, or Partition, or any Act or Acts for Inclosure, or otherwise howsoever, to such of the Uses limited by the said Indenture of the Fourth Day of *March* One thousand seven hundred and eighteen and the said Act of the Sixth Year of the Reign of King *George* the First respectively as aforesaid as shall then be subsisting or capable of Effect, in case the Person who after the Decease of the said *John* Earl of *Shrewsbury* is hereby authorized as aforesaid shall be of the Age of Twenty-one Years, and if such Person shall be an Infant then for his Guardian or Guardians, by any Indenture or Indentures, to be sealed and delivered by him, her, or them in the Presence of and to be attested by Two or more credible Witnesses, to demise or lease all or any of the Mines, Layers, Veins, Seams, Beds, and Strata of Ironstone, Coal, Copper, Copper Ore, Lead, Lead Ore, Clay, Marl, Sand, and Limestone or other Stones, Minerals, Metals, and Substances, opened, found, or discovered, or which shall or may at any Time or Times thereafter be opened, found, or discovered, and whether opened, found, or discovered, or not open, found, or discovered, at the Time of making such Demise or Lease, in, under, or upon all or any Part or Parts of the same Lands situate in the Townships of *Little Neston*, *Oxton*, *Raby*, *Thornton*, *Barnston*, *Brimstage*, *Trafford*, *Dunham-on-the-Hill*, and *Little Budworth*, in the County of *Chester*, in the Parishes of *Wrockwardine*, *Cheswardine*, and *Albrighton*, in the County of *Salop*, and in the Townships of *Stanton* and *Cotton* in the County of *Stafford*, and either with (by the same Lease or by a separate Lease or Leases, as may be found convenient,) or without any Messuages, Buildings, Lands, or Hereditaments convenient to be held or occupied with the same respectively, and either with (by the same Lease or by a separate Lease or Leases, as may be found convenient,) or without the Surface of any Lands in or under which the same or any Part thereof respectively shall lie, unto any Person or Persons, or Bodies Politic or Corporate, for any Term or Number of Years not exceeding Sixty Years, to take effect in Possession or within Three Years after the Date of such Lease or Demise respectively, together with full and free Liberty, Licence, Power, and Authority to sink, bore, dig, drive, search for, win, get, and raise the said Mines, Layers, Veins, Seams, Beds, and Strata of Ironstone, Coal, Copper, Copper Ore, Lead, Lead Ore, Clay, Marl, Sand, and Limestone and other Stones, Minerals, Metals, and Substances, and for those Purposes from Time to Time to use and enjoy all such Pits, Shafts, Drifts, Grooves, Tunnels, Soughs, Levels, Trenches, Sluices, Way Gates, Water Gates, and other Works as are now or shall be existing in, upon, or under any of the Lands herein-before mentioned, and which shall have been used or employed in working and carrying on any of the Mines, Layers, Veins, Seams, Beds, and Strata so to be

be demised or leased, and to sink, drive, carry, and make Pits, Shafts, Drifts, Grooves, Tunnels, Soughs, Levels, Trenches, Sluices, Way Gates, Water Gates, Gutters, and other Works, in, upon, and under the same Lands and Premises, and to erect, build, and construct such Steam Engines, Furnaces, Engines, Mills, or Gins, and other Machineries, and to use, occupy, maintain, and amend the same in such Manner as shall be necessary or expedient, and to use all or any other lawful Ways and Means, as well for the finding, discovering, winning, working, getting, and raising the said Ironstone, Coal, Copper, Copper Ore, Lead, Lead Ore, Clay, Marl, and Sand, Limestone and other Stones, Minerals, Metals, and Substances, forth and out of the Mines and Quarries thereby to be demised or leased, as for draining or discharging or carrying away Water, foul Air, Slythe, and Stench from, forth, and out of the same; and with sufficient Ground-room, Heap-room, and Pit-room for bringing to Bank, stacking, depositing, laying, placing, converting into Coke, smelting, calcining, working, and manufacturing of the Ironstone, Coal, Copper, Copper Ore, Lead, Lead Ore, Clay, Marl, Sand, Limestone and other Stones, Minerals, Metals, Earth, Rubbish, and Substances which shall from Time to Time proceed from, or be won, raised, wrought, dug, or gotten out of the same Mines and Quarries; and also with full and sufficient Way and Passage to and for the Lessee or Lessees respectively, and his and their respective Agents, Servants, and Workmen, from Time to Time during the Continuance of the Term or Terms of Years to be by such Demise or Lease respectively granted or created, to take, lead, and carry away, with Horses, Carts, Waggons, Wains, and Carriages, all the Ironstone, Coal, Copper, Copper Ore, Lead, Lead Ore, Clay, Marl, Sand, Limestone and other Stones, Minerals, Metals, Earth, Rubbish, and Substances to be wrought, won, or gotten forth or out of the Mines and Quarries thereby to be demised or leased; and also free and full Liberty, Licence, and Authority to erect, build, cut, form, construct, set up, lay down, use, and occupy all such Houses, Hovels, Sheds, Lodges, Wharfs, Buildings, Erections, Engines, Furnaces, Forges, Founderies, Canals, Roads, Railways, Machines or other Machineries, Conveniences, Devices, Inventions, or Works whatsoever, already in use or hereafter to be invented, as shall from Time to Time be necessary or expedient or convenient for the standing, lying, and placing of Workmen, Workhouses, Work, and Utensils, and for the working and carrying on of the Works of the said Mines and Quarries respectively, and for taking, leading, carrying away the said Ironstone, Coal, Copper, Copper Ore, Lead, Lead Ore, Clay, Marl, Sand, Limestone and other Stones, Minerals, Metals, Earth, Rubbish, and Substances, and also to take down or remove any of the Houses, Hovels, Sheds, Lodges, Wharfs, Buildings, or Erections, Engines, Furnaces, Forges, Founderies, Canals, Roads, Railways, Machines, and other Conveniences, Devices, Inventions, or Works whatsoever, which at the Time of making any such Demise or Lease shall be erected, built, cut, formed, constructed, set up, laid down, used, or occupied, or shall during the Term to be thereby granted be erected, built, cut, formed, constructed, set up, laid down, used, or occupied, and which may become unnecessary for the working of the said Mines, by the Application and Disposal of the Ores, Metals, and

Minerals to be raised thereout, and again to rebuild, set up, or place on any other Part or Parts of the said Lands any of the said Houses, Hovels, Sheds, Lodges, Wharfs, Engines, Furnaces, Forges, Founderies, Canals, Roads, Railways, Machines, or other Machineries, Conveniences, Devices, Inventions, or Works whatsoever so taken down or removed, and also to dig and get Sand, and to dig and get Clay, and make and burn the same into Bricks and Tiles, and to get Building Stone and other Materials for building and for making and repairing Roads, or with any of the said Powers or Privileges which to the Person or Persons making such Demise or Lease shall seem necessary or proper; and with or without any other Powers or Privileges whatsoever which shall or may be necessary or expedient for, in, or about the winning, working, getting, washing, cleansing, and smelting of Ironstone and other Materials, Metals, and Substances, and for the manufacturing or rendering merchantable or marketable and disposing of and carrying away the same; so as by such Demises or Leases there be respectively reserved and made payable during the Continuance of the Term or Terms of Years to be thereby respectively created such yearly Rent or Rents or Sums of Money, Tolls, Duties, Royalties, and Reservations, by the Acre or by the Ton or otherwise, as can under the Circumstances of the Case be reasonably had or gotten for the same; and so as such Demises or Leases so to be made as aforesaid be made without any Fine, Premium, or Foregift for the same; and so as in every such Demise or Lease so to be made as aforesaid there be contained a Condition or Power of Re-entry, or a Power to make void or determine the same, in case the Rent or Rents, Sum or Sums of Money, Tolls, Duties, Royalties, or Reservations thereby respectively reserved and made payable, shall be unpaid for a Term or Terms to be therein in that Behalf limited; and so as the Lessee or Lessees to whom each such Lease shall be made as aforesaid shall execute a Counterpart thereof within Six Calendar Months after the Date of the same; and so as in every such Lease there be inserted and contained a Covenant on the Part of the Lessee or Lessees to work the Mines or Quarries regularly, and according to the Rules and Practice of good Miners, and without unnecessary Waste, and also a Covenant or Proviso that it shall be lawful to and for the Person who for the Time being shall entitled to the Possession or Receipt of the Rents and Profits of the Hereditaments so to be demised, or his Guardian or Guardians during his Minority, at the Expiration or other sooner Determination of the Term or Terms to be granted in and by each such Indenture of Lease respectively, he or they having given Twelve Calendar Months Notice in Writing of his or their Intention so to do, to purchase all and singular or any of the Stock of Ores, Minerals, Metals, Coals, and other Produce, and the Machinery, Railroads, Engines, Tools, Utensils, and Implements used or employed by any such Lessee or Lessees, his or their Executors, Administrators, or Assigns, in, upon, or about the Premises demised to him or them in or by such Lease as aforesaid, at a Price to be agreed upon, or in case of Disagreement at a Valuation to be made thereof by Three indifferent Persons, or any Two of them, one of such Persons to be chosen by the Person or Persons so intending to purchase, another by the Lessee or Lessees, his or

their Executors, Administrators, or Assigns, and the Third by the Two Persons so first chosen, and also such other Covenants, Conditions, Stipulations, and Agreements (if any) as the Persons making or granting such Leases respectively as aforesaid shall deem proper or expedient.

Proviso for Change of Trustees.

XLI. Provided always, and be it further enacted, That when and so often from Time to Time as any Trustee or Trustees appointed by this Act, or any Trustee or Trustees to be appointed as hereinafter is mentioned, shall die, or be desirous of being discharged of and from or refuse or decline or become incapable to act in the Execution of any of the Trusts or Powers by this Act declared or created, it shall and may be lawful for the High Court of Chancery, upon Petition to be preferred by the surviving or continuing Trustee for the Time being of the Trust Premises the Trustee or Trustees whereof shall so die, or desire to be discharged or refuse or decline or become incapable to act as aforesaid, or the Executors or Administrators of the last surviving or continuing Trustee for the Time being of such Trust Premises respectively, or by the said *John* Earl of *Shrewsbury* during his Life, and after his Decease by any Person for the Time being entitled to the Possession or Receipt of the Rents and Profits of the said settled Manors and other Hereditaments, or if such Person shall be under the Age of Twenty-one Years then by his Guardian or Guardians, from Time to Time to appoint any other Person or Persons to be a Trustee or Trustees in the Place or Stead of the Trustee or Trustees so dying, or desiring to be discharged or declining or becoming incapable to act as aforesaid; and that upon every such Appointment as aforesaid all the Trust Estates, Monies, and Premises which shall then be vested in the Trustee or Trustees so desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid, either solely, or jointly with the other Trustee of the same Trust Premises respectively, or in the surviving Trustee of the same Trust Premises respectively, or in the Heirs, Executors, or Administrators of the last surviving Trustee of the same respectively, as the Case may be, shall with all convenient Speed be conveyed, assigned, and transferred in such Manner and so as that the same shall and may be legally and effectually vested in the new Trustee jointly with the surviving or continuing Trustee of the said Trust Premises respectively, or in the new Trustees only, as the Case may be or require, upon the same Trusts as are herein-before declared of and concerning the same respectively, or such of the same Trusts as shall or may be then subsisting or capable of taking effect; and it is hereby declared that the Trustee or Trustees so to be nominated, substituted, or appointed as aforesaid shall and may in all things act and assist in the Management and Execution of the Trusts of this Act declared, by and in conjunction with the other then surviving or continuing Trustee of the same Trust Premises respectively, if there shall be any such surviving or continuing Trustee, and if not then by themselves respectively, as fully and effectually, and with the same Powers and Discretion, to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been originally in and by this Act nominated a Trustee or Trustees for the Purposes for which such

such new Trustee or Trustees respectively shall be appointed Trustee or Trustees, any thing herein-before contained to the contrary thereof in anywise notwithstanding.

Proviso for Indemnity of Trustees.

XLII. Provided always, and be it further enacted, That the said several Trustees hereby appointed and to be appointed as aforesaid, and each and every of them, and the Heirs, Executors, and Administrators of them, each and every of them, shall be charged and chargeable respectively for such Monies as they shall respectively actually receive by virtue of the Trusts hereby in them reposed, notwithstanding their or any of their giving or signing, or joining in giving or signing, any Receipt or Receipts, for the sake of Conformity, and any one or more of them shall not be answerable or accountable for the other or others of them for involuntary Losses; and also that it shall be lawful for them the Trustees for the Time being under this Act, with and out of the Monies which shall come to their respective Hands by virtue of the Powers or Trusts aforesaid, to retain to and reimburse themselves respectively, and also to allow their respective Co-trustee or Co-trustees, all Costs; Charges, Damages, and Expences which they or any of them shall or may suffer, sustain, expend, disburse, be at, or be put unto in or about the Execution of the aforesaid Trusts or in relation thereunto.

Court of Chancery may order Costs of Appointment of new Trustees.

XLIII. Provided always, and be it further enacted and declared, That it shall and may be lawful for the said Court of Chancery to make such Order as the same Court shall think fit for taxing and Payment of the Costs of the Appointment of new Trustees, and incident thereto.

Guardians.

XLIV. Provided always, and be it further enacted, That in every Case when any Act or Thing is authorized or directed by this Act to be done or executed by the Guardian or Guardians of any Taker of the settled Estates who shall be an Infant, the same shall be done or executed by the testamentary Guardian or Guardians or the acting testamentary Guardian or Guardians for the Time being of such Infant, or if there shall be no such acting testamentary Guardian then by the Guardian or Guardians of such Infant to be appointed by the High Court of Chancery.

General Saving.

XLV. 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 respective Heirs, Executors, and Administrators, (other than and except the said *John* Earl of *Shrewsbury* and the Heirs Male of his Body, and the said *John Talbot*, Son of the said *George Henry Talbot*, and the Heirs Male of his Body, and the said *Bertram Arthur Talbot*, and the Heirs Male of his Body, and the Heirs Male of the Body of the said *John* First Earl of *Shrewsbury*, and the Heirs and Assigns of the said *Charles* Duke of *Shrewsbury*, and all and every other Persons and Person claiming or to claim any Estate, Right, Title, Interest, Inheritance, Use, Trust, Claim, or Demand whatsoever, under or by virtue of the said Indenture of the Thirty-first Day of *October* One thousand seven hundred, the said Will of the said *Charles* Duke of *Shrewsbury*, the said Indenture of the Fourth Day of *March* One thousand

thousand seven hundred and eighteen, and the said Act of the Sixth Year of the Reign of King *George* the First, or any of them, or any Conveyance or Assurance by way of Sale, Exchange, or Partition, or by virtue of or under any Act for Inclosure, or otherwise howsoever, to the subsisting Uses of the said Indenture of the Fourth Day of *March* One thousand seven hundred and eighteen and the said Act of the Sixth Year of King *George* the First respectively, in, to, or out of the Manors, Hereditaments, and Premises standing limited and settled at Law or in Equity to the subsisting Uses of the said Indenture of the Fourth Day of *March* One thousand seven hundred and eighteen and the said Act of the Sixth Year of the Reign of King *George* the First, or any of them, or any Part thereof,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the same Premises, and every or any Part thereof, as they, every or any of them, 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 Queen's Printers to be Evidence.

XLVI. And be it further 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.

FIRST SCHEDULE.

LEASES TO CEASE.

Date.	Tenement and Parish.	Quantity.	Lives.	Rent reserved.	Present Value.
		A. R. P.		£ s. d.	£ s. d.
1832: 8 March -	Billington's Tenement in the Parish of Budworth and County of Chester.	177 2 30	Charles Thomas Talbot then aged 49, and Julia the Wife of the said Charles Thomas Talbot, aged 20, and Edward Fellowes, aged about 12, and of their Survivors or Survivor.	40 0 0	250 0 0
1833: 18 July -	Billington's of the Cornell in the Parish of Budworth and County of Chester.	35 0 0	Same Lives -	1 0 0	70 0 0
1834: 25 March -	Bishton Hall and Little Bishton, and also Hollins's Tenement in Parish of Albrighton and County of Salop.	271 2 15	Same Lives -	125 0 0	400 0 0
25 March -	Bentley's Tenement in the Parish of Alton and County of Stafford.	63 2 20	Same Lives -	6 1 4	70 0 0
25 March -	Holmes House in the Parish of Mickle Trafford and County of Chester.	85 3 34	Same Lives -	16 0 0	230 0 0
1835: 24 June -	Brimstagh Hall Tenement in the County of Chester.	262 2 0	Same Lives, 18 0 0 / 50 0 0	68 0 0	250 0 0
				256 1 4	1,270 0 0

Wm Blount.

SECOND

SECOND SCHEDULE.

ESTATES TO BE SOLD.

Counties and Parishes.	Estates, of what consisting.	Quantity. A. R. P.	Yearly Rents. £ s. d.
OXON: Parish of Heythrop, Swerford, South Newington, Church Enstone, Great Tewe, Little Tewe, Chipping Norton, and Over Norton, some or one of them.	The Manors or Lordships of Dunthrop, Showell, and Heythrop, the Stables of the late Mansion of Heythrop, and the Dog-kennels and other Outbuildings, the Site of the Mansion, the Park, Lands, Woods, and Premises, now in hand, containing - - -	455 2 12	
	The Gardens, Garden House, and Lands, in the Occupation of John Kench, Tenant -	5 0 0	
	Cold Harbour Farm, in the Occupation of Richard Badger - - -	416 1 1	
	Walk Farm, in the Occupation of George Boulter - - - - -	235 0 11	
	The Meadows, in the Occupation of Mary Gardner - - - - -	25 0 23	
	The Lands in Enstone Common Field, purchased by the Trustees under the Act 43 Geo. 3., in the Occupation of William Goodrich - - - -	75 0 0	
	Dunthrop Farm, held on a Lease of Fourteen Years by Thomas Hughes - - -	366 0 21	
	Old Heythrop Farm, in the Occupation of John Harris - - - -	324 3 18	
	Castle Farm, in the Occupation of Thomas Harwood - - - -	244 3 17	
	Showell Farm, held on a Lease of Fourteen Years by Thomas Owen - - -	356 2 5	
	The House and Meadow in the Town of Church Enstone, in the Occupation of Mary Pool, purchased by the said Trustees under the Act of 43 Geo. 3. - - -	5 0 0	2,600 0 0 or thereabouts.
	The Close of Land at South Newington, in the Occupation of John Lowt - - -	0 2 0	
	The several Cottages and Gardens in Heythrop and Dunthrop, in the Occupation of Real and Hemmins, Hughes and Faulkner, Margetts and Ram, Stratford and Tomkins, West and Widows, John Parsons, Thomas Roper, Edward Owen, James Tomkins, Henry Stratford, John Sirett, William Sirett, and Richard West - - - - -	2 2 10	
	The House, Garden, Church, Churchyard, and Premises in Heythrop Park, occupied by the Rev. Peter Heffernan - - -	1 0 10	
	The Perpetual Advowson of the Rectory of Heythrop.		
	The Manor or reputed Manor of South Newington, with its Quit Rents, Dover Rents, Rights, Royalties, and Appurtenances.		
CHESHIRE: Township of Hoole, Parish of Plemstall.	The Cottage and Garden held on Lease for Lives by Mr. John Broster - - -	0 1 26	4 4 0

Counties and Parishes.	Estates, of what consisting.	Quantity.	Yearly Rents.
		A. R. P.	£ s. d.
CHESHIRE *continued.*	The Chief Rent payable to the Lord of the Manor of Hoole, from Lands in the Occupation of Mrs. Francis Bagnall - -	- - -	1 0 0
	The Cottage and Garden in the Occupation of Joseph Crawford - - -	1 0 36	11 11 9
	Building and Closes of Land in the Occupation of Francis and J. Dickson - -	4 1 30	11 0 0
	The Close of Land in the Occupation of John Johnson, Esq. - - - -	0 1 30	1 10 0
	The House and Lands in the Occupation of John Matthews - - - -	5 3 3	26 0 0
	The Closes of Land held on Lease for Lives by T. S. and R. Oliver - - -	16 3 7	5 10 0
	The Cottage and Garden held on Lease for Lives by Hugh Rowe - - -	0 2 22	1 0 6
	The House and Garden held on Lease for Lives by Thomas Walker - - -	0 0 38	1 0 0
	The Close of Land held at Will by Thomas Walker - - - -	- - -	0 5 0
	The Cottage, Beer Shop, and Garden in the Occupation of George Smith - -	0 3 0	0 3 6
City of Chester -	The House, Stable, and Garden in Castle Street. in the Occupation of William Alcock	- - -	22 0 0
	The "Edgar" Public House in Bridge Street and the Four Cottages in Castle Street, held by Edward Ducker - - -	- - -	42 0 0
	The House and Shop in Eastgate Street, held by the Executors of the late Alderman Robert Bowers - - -	- - -	40 0 0
	The House, Shop, Ware-rooms, and Upholsterer's Premises in the Eastgate Street, held by Samuel Gardner - - -	- - -	105 0 0
	Chief Rent paid by G. Glanville, Esq.	- - -	1 0 0
	Three Houses and Gardens in Duke Street, held by Thomas Griffiths - - -	- - -	25 0 0
	Three Cottages on St. Mary's Hill, held by Robert Lathbury - - - -	- - -	1 7 0
	The House and Shop in Eastgate Street, held by Mrs. Sarah Pate - - -	- - -	70 0 0
	The Chief Rent paid by Mrs. Margaret Royle	- - -	0 8 0
	The House in Eastgate Street, held by Mrs. Elizabeth Suddiness - - -	- - -	40 0 0
	The Fee Farm Rent paid by the Widow Sopping	- - -	2 3 4
	The Close of Land in the Parish of St. Mary's, held by Mr. Benjamin Brassey - -	0 3 30	3 0 0
SALOP:			
Parish of Whitchurch	An undivided Moiety of the Manor of Wirswall, with its Rights, Royalties, Members, and Appurtenances.		
Sidbury - -	The Advowson of the Rectory of Sidbury, held by the Rev. Mr. Maddocks.		
Parish of Cheswardine	An undivided Moiety of the Manor of Cheswardine, with its Rights, Royalties, Members, and Appurtenances, and the several Buildings, Farms, and Lands following; viz.		
	Buildings and Land in the Occupation of William Boydon - - - -	6 3 25	18 0 0
	Ditto - - Joseph Butter - -	4 1 10	8 0 0
	Ditto - - Mrs. Forrester - -	81 0 13	72 0 0
	Ditto - - John Hussey - -	4 0 32	14 0 0
	Ditto - - George Hammer - -	8 1 10	18 0 0
	Ditto - - Thomas Hayward -	6 2 36	18 0 0
	Ditto - - John Icke - -	90 1 0	138 0 0
	Ditto - - James Icke - - -	162 0 0	210 0 0

Counties and Parishes.	Estates, of what consisting.	Quantity.	Yearly Rents.
		A. R. P.	£ s. d.
SALOP:			
Parish of Cheswardine *continued.*	Wharfs and Premises held by the Lilleshall Company on Lease for 21 Years - -	4 0 0	30 0 0
	A Close of Land in the Occupation of Charles Lea - - - - -	2 3 6	4 0 0
	Buildings and Land in the Occupation of George Marsh - - - -	182 0 0	220 0 0
	Ditto - - ditto Lucy Nagginton -	4 0 22	9 9 0
	Ditto - - ditto John Robins -	4 0 37	8 8 0
	Ditto - - ditto Mary Spinder -	90 1 35	74 0 0
	Lands held by John Woodcock - - -	2 1 32	6 0 0
	Buildings and Land in the Occupation of Ann Watkins - - - -	3 0 28	8 0 0
	Ditto - Thomas Walton - - -	87 0 26	114 0 0
	Ponds, Woods, &c. in hand - - -	6 2 39	4 0 0
	And all other Lands, Tenements, and Hereditaments, if any, which now form Part of the Estates annexed to the Earldom of Shrewsbury in the Parish of Cheswardine.		
WORCESTERSHIRE:			
Parish of Dodderhill	Twelve Cottages, the Brine Pits, Salt Works, Buildings, and Premises on Lease to Messrs. Finden and Fowler for a Term of 27 Years - - - - - - - -		10 0 0
Parish of Crowle -	Two Pieces of Land on Lease to Joseph Bridgen for a Term of 21 Years - -	4 0 22	4 0 0
Parish of Grafton Flyford.	A Piece of Land in the Occupation of William Gerrard - - - - -	0 1 36	0 14 0
Bromsgrove - -	Three Fields, called Tom's Closes, and the Sling, in the Occupation of William Goddard, containing - - - -	5 2 17	15 0 0
	A Barn and Stable on the Lickey Hill, and an Allotment of Land off Bromsgrove Common, in the Occupation of Job Banner, containing - - - -	33 2 39	32 0 0
	Part of a Field, called the Marl Pit, in the Occupation of Charles Syncox - -	0 2 38	1 0 0
Upton Warren -	A House and Five Closes of Land, in the Occupation of James Deakin - -	9 0 33	15 0 0
	A Field, called Hazler's Close, in the Occupation of George P. Rufford, Esq. - -	5 2 30	8 5 0
	A Close, called Oldman's Land, in the Occupation of D. Holmes - - -	3 3 6	4 0 0
	Two Closes, called Quarrell's Meadow and Marl Pit Piece, in the Occupation of Charles Syncox - - - -	7 1 10	9 0 0
	The following Chief Rents payable to the Lord of the Manor from Lands belonging to or in the Occupation of — £ s. d.		
	Bayntun, Mr. - - 0 6 0		
	Deakin, James - - 0 8 0		
	Deakin, Robert - - 0 8 0		
	Holmes, Daniel - - 0 6 8		
	Horn, John - - - 0 4 8		
	Perrins, Mrs. - - 0 1 2	- - -	3 11 0
	Roberts, W. A. - - 0 1 0		
	Watkins, Mr. - - - 0 0 2		
	Wakeman, Mrs. - - 1 0 0		
	Vashon, Rev. Mr. - - 0 6 10		
	Vernon, F., Esq. - - 0 9 0		
Chapelry of Elmbridge	Two Fields, called the Rough and Troubridge Meadow, in the Occupation of Thomas Perrins - - - - - -	5 1 20	8 10 0

Counties and Parishes.	Estates, of what consisting.	Quantity. A. R. P.	Yearly Rents. £ s. d.	
WORCESTERSHIRE: Chapelry of Elmbridge *continued.*	Two Cottages and Four Fields, called Blamores, the Fargains and Base Fields, in the Occupation of Richard Norton - -	26 2 23	42 10 0	
	Three Fields, called Cutpursey, in the Occupation of Joseph Roberts - -	2 3 17	3 15 0	
	House and Garden at Piershall Green, in the Occupation of James Parker - -	0 1 18	5 0 0	
STAFFORD: Township of Farley -	House, Garden, and Croft, late in the Occupation of Thomas Heaton - - -	1 1 22		
	Croft, in the Occupation of the Rev. J. P. Jones	3 3 20		
	House and Garden, in the Occupation of the Rev. J. P. Jones - - - -	0 0 34		
Township of Alton -	Part of Castle Yard, in the Occupation of George Chapman - - -	0 2 13		
	Castle Grounds (in hand) - - -	0 3 33		
	Castle Yards, in the Occupation of George Chapman - - - -	2 0 10		
	Two Houses and Gardens, in the Occupation of George Chapman and David Finney -	0 3 29		
	Four Houses and Gardens, in the Occupation of James Brett, and - -	0 0 32		
	Coppice, in the Occupation of William Stubbs, except such Part as lies between the River Churnet and the Occupation Road to the Mill - - - - -	11 0 31		These Quantities include the excepted Parts.
	Far Cliff, in the Occupation of Godfrey Johnson, except such Part as lies between the River Churnet and the Occupation Road to the Mill - - - - -	17 2 20		
		39 0 4		

Wm Blount.

THIRD SCHEDULE.

Counties and Parishes.	Estates, of what consisting.	Quantity. A. R. P.	Yearly Rents. £ s. d.
CHESTER:	The Manors or Lordships of Barnston, Bremstage, Little Budworth, Dunham-on-the-Hill, Raby, Mickle Trafford, and Thornton Grange, with the Lands and Hereditaments thereunto belonging, in the County of Chester, containing 7,549¾ Acres, being of the annual Value of 8,000*l.* or thereabouts, except such Parts thereof, if any, as are particularly described in the Second Schedule hereto.		

Wm Blount.

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