ANNO SEXTO & SEPTIMO

GULIELMI IV. REGIS.

***

promise, and agree to and with the said *Henry Hobhouse*, *Richard Jenkyns*, *John Gale Everett*, and *Joseph Hague Everett*, their Executors, Administrators, and Assigns, that he the said *John Thring*, his Heirs, Executors, Administrators, and Assigns, should and would, in case the Marriage then intended between the said *John Gale Dalton Thring* and *Sarah Jenkyns* should take effect, and the said *Sarah Jenkyns* should survive the said *John Gale Dalton Thring*, well and sufficiently grant and secure to the said *Sarah Jenkyns*, and her Assigns during the Term of her natural Life One Annuity or net yearly Sum of Two hundred and fifty Pounds, clear of all Taxes (except the Property Tax), to be charged and secured on and be issuing and going out of all that the Manor or Lordship of *Alford* aforesaid, together with the Capital Messuage, or Mansion House, and the Offices, Outbuildings, Gardens, Demesne, and other Lands to the same adjoining and belonging, and all those the several Closes of Arable, Meadow, and Pasture Land of him the said *John Thring* situate in the Parish of *Alford* aforesaid, and out of all the Appurtenances thereof, (save and except the Advowson of *Alford* aforesaid), together with full Powers of Distress and Entry for the absolute securing and recovering the said Annuity from Time to Time as the same should become due and payable, and all Costs attending the recovering and receiving thereof, the said Annuity to be paid quarterly, and the first Quarter's Payment to be considered as due on the Seventh Day next after the Death of the said *John Gale Dalton Thring*: And whereas the Marriage between the said *John Gale Dalton Thring* and *Sarah Jenkyns* was solemnized in or about the Month of *October* in the Year One thousand eight hundred and eleven: And whereas the said *John Thring* of *Alford House* in the County of *Somerset*, Esquire, in such Manner as by Law is required for rendering valid Devises of Freehold Estates, duly signed and published his last Will and Testament in Writing, bearing Date the Twelfth Day of *February* One thousand eight hundred and thirty, and thereby gave, devised, limited, and appointed unto the said *Henry Hobhouse*, therein described as the Right Honourable *Henry Hobhouse*, *Thomas Shewell Bailward* of *Horsington*, Esquire, and the Reverend *John Heathcote Wyndham* Clerk, Rector of *Corton Denham*, their Heirs and Assigns, all that his Manor and Advowson of *Alford* aforesaid, and all and every his Messuages, Farms, Lands, Woods, Tithes, Tenements, and Hereditaments situate in or near the several Parishes of *Alford*, *Lovington*, *Hornblotton*, *South Barrow*, *Charlton Adam*, *Ditcheat*, and *Castle Cary* in the County of *Somerset* aforesaid, with their Rights, Members, and Appurtenances, and all other his Real Estate whereof he or any other Person or Persons in Trust for him (the Testator) was or were seised, and over which he had a disposing Power (except the Trust Estates therein-after mentioned), to hold the same unto and to the Use of the said *Henry Hobhouse*, *Thomas Shewell Bailward*, and *John Heathcote Wyndham*, their Heirs and Assigns, upon and for the Trusts, Intents, and Purposes following; that is to say, upon Trust that they his said Trustees, and the Survivors and Survivor of them, should with all convenient Speed after his (the said Testator's) Death, by such Deeds and Assurances in the Law as should be effectual, convey, settle, and assure all the same Hereditaments so and in such Manner as that the same might be and remain to the Uses and upon the Trusts following; that is to say, as to and concerning his said Manor of *Alford*, to the Use, Intent, and Purpose that his Daughter *Alicia Ann Thring* might receive thereout during her natural Life One Annuity of Two hundred and fifty

Pounds

Pounds net, to be paid half-yearly at *Lady Day* and *Michaelmas*, the first Payment to be made on such of the said Days as should next happen after his Death; and that in case his Sister Mistress *Elizabeth Smith* should survive her Husband, then she might receive thereout during her natural Life thenceforth One Annuity of Sixty Pounds net, to be paid in the same Manner; and further, that Miss *Elizabeth Goodenough* might receive thereout during her Life One Annuity of Ten Guineas net, to be paid in the same Manner, with the usual Remedies for securing Payment of the same and Costs by Entry and Distress, and by Perception of the Rents, and subject to such Annuities and Remedies to the Use of his (the Testator's) Son, the said *John Gale Dalton Thring*, and his Assigns, for Life, without Impeachment of Waste; with Remainder to his Son *Theodore Thring* and his Assigns, for Life, without Impeachment of Waste; with Remainder to the First and other Sons of the said *Theodore Thring* in Tail General in succession; with Remainder to *Henry Thring*, Second Son of his (the Testator's) said Son, and his Assigns, for Life, without Impeachment of Waste; with Remainder to the First and other Sons of the said *Henry Thring* in Tail General in succession; with Remainder to *Edward Thring*, Third Son of his (the Testator's) said Son, and his Assigns, for Life, without Impeachment of Waste; with Remainder to the First and other Sons of the said *Edward Thring* in Tail General in succession; with Remainder to *Godfrey*, Fourth Son of his (the Testator's) said Son, and his Assigns, for Life, without Impeachment of Waste; with Remainder to the First and other Sons of the said *Godfrey Thring* in Tail General in succession; with Remainder to *John Charles*, Fifth Son of his (the Testator's) said Son, and his Assigns, for Life, without Impeachment of Waste; with Remainder to the First and other Sons of the said *John Charles Thring* in Tail General in succession; with Remainder to all and every other Son and Sons of his (the Testator's) said Son thereafter to be born of the Body of his then Wife, and his or their Assigns, for Life, according to Seniority and in succession; with Remainder to the First and other Sons of any such after-born Son and Sons in Tail General in succession; with Remainder to all the Daughters of his said Son in Tail General as Tenants in Common, with cross Remainders over, to, and amongst them, with ultimate Remainder to his (the Testator's) own right Heirs; and in such Deeds of Settlement or other Assurance he (the Testator) directed that there should be inserted a Power, and he accordingly thereby gave the same for the following Purposes, in addition to the usual Limitation to Trustees, to preserve contingent Remainders and other requisite Powers; (that is to say,) to enable his said Son to make a Jointure in favour of any Second Wife or other Wife not exceeding Ten *per Centum* on the Fortune or Fortunes of such Second or other Wife, and also to enable his Son or Sons in Possession to make Jointure in like Manner, but in all Cases without Prejudice to the aforesaid Annuities, and also to enable the Tenant for Life in Possession to grant Leases not exceeding Seven Years in Possession, and also to enable his said Trustees to sell or exchange all or any of his Hereditaments not situate in or adjoining to his Manor of *Alford*, and to invest the Proceeds from such Sale in the Purchase of other Hereditaments, to be settled, as well as any exchanged Lands taken, to the foregoing Uses touching such Hereditaments made saleable or exchangable, and also to indemnify as well the Purchasers and all other Persons paying Money as his said Trustees in and about the Premises; and after devising Trust Estates the said Testator directed that, for the Purpose of facilitating

facilatating any Sales or Exchanges under his Will or the said proposed Settlement, and for all other Purposes, the Receipt of his acting Trustees or Trustee for the Time being should be an effectual Discharge, and that no Person or Persons paying Money to them or him should be obliged to see to or be answerable for the Application of the same, and he appointed his Wife *Elizabeth Thring*, and the said *Henry Hobhouse*, *Thomas Shewell Bailward*, and *John Heathcote Wyndham*, Executors of his said Will: And whereas the said *John Thring* departed this Life in or about the Month of *February* One thousand eight hundred and thirty without having altered or revoked his said Will, and on the Fifteenth Day of *April* in the same Year the same Will was duly proved by the said *Elizabeth Thring*, *Henry Hobhouse*, *Thomas Shewell Bailward*, and *John Heathcote Wyndham* in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *John Thring* left the said *John Gale Dalton Thring* his only Son and Heir at Law: And whereas the said *John Gale Dalton Thring* and *Sarah* his Wife have Issue Five Sons, *videlicet*, the said *Theodore Thring*, *Henry Thring*, *Edward Thring*, *Godfrey Thring*, and *John Charles Thring*, (named in the said Testator's Will,) and Two Daughters *Theresa Thring* and *Elizabeth Marianne Thring*, and no other Issue, and all their said Children are under the Age of Twenty-one Years and unmarried: And whereas by a Decree of the High Court of Chancery bearing Date the Thirty-first Day of *July* One thousand eight hundred and thirty-two, and made in a Cause in which the said *John Gale Dalton Thring* and *Sarah* his Wife and his said Sons by their Father and next Friend, and the said *Elizabeth Thring*, *Alicia Ann Thring*, *George Smith* and the said *Elizabeth Smith* his Wife, and the said *Elizabeth Goodenough*, were Plaintiffs, and the said *Henry Hobhouse*, *Thomas Shewell Bailward*, and *John Heathcote Wyndham*, *Richard Jenkyns*, and *Joseph Hague Everett*, were Defendants, and in a Cause in which the same Persons were Plaintiffs, and the said *Theresa Thring* and *Elizabeth Marianne Thring* Infants were Defendants, it was ordered and decreed that the Will of the said Testator, being admitted by the Plaintiff the said *John Gale Dalton Thring* his Heir at Law, should be established and the Trusts thereof performed, and that it should be referred to the Master of the said Court of Chancery to whom the said Cause stood referred to settle and approve a proper Settlement to be made of the Real Estates of the said Testator pursuant to the said Will, with Limitations, subject as therein-after mentioned to the several Persons named to be Tenants for Life in the said Will who were living at the Death of the said Testator for their Lives successively, and to the First and other Sons of the Plaintiffs *Theodore Thring*, *Henry Thring*, *Edward Thring*, *Godfrey Thring*, and *John Charles Thring* successively, in Tail General in strict Settlement, each of such last-named Plaintiffs to take an Estate for Life, with an immediate Remainder to his First and other Sons in Tail General in the Order directed by the said Will, subject only to an intervening Limitation to Trustees to preserve the contingent Remainders; with Remainder to all and every Son and Sons of the said Plaintiff *John Gale Dalton Thring* born subsequent to the Death of the said Testator on the Body of the Plaintiff the said *Sarah* his Wife, and the Heirs of his or their Body and Bodies in Tail General in succession; with Remainders over as and in the Order in the said Will mentioned; and it was by the said Decree declared, that the Annuity or yearly Sum of Two hundred and fifty Pounds by the said herein-before in part recited Settlement covenanted by the said

Decree of the Court of Chancery, 31st July 1832.

Testator to be secured to the said *Sarah Thring*, in the event of her surviving her Husband the said *John Gale Dalton Thring*, on the said Testator's Manor of *Alford* in the said County of *Somerset*, and the Capital Messuage, Demesne, and other Lands thereto belonging, and on his the said Testator's several Lands and Hereditaments situate in the Parish of *Alford* aforesaid (except the Advowson of *Alford*), was a prior Charge thereupon, and was to be limited to her for her Life in the Event of her surviving the said *John Gale Dalton Thring*, to be issuing out of the same Hereditaments, with the usual Powers of Distress and Entry, and Perception and Retention of the Rents and Profits in case the same should be in arrear, and to be further secured by means of a Term of Years to be limited of and in such Manor, Lands, and Hereditaments, except as aforesaid, to the said *Henry Hobhouse*, *Richard Jenkyns*, and *Joseph Hague Everett*, upon the usual Trusts for better securing the same to be contained in such Settlement; and it was by the said Decree also declared, that the Annuity of Two hundred and fifty Pounds given by the Will of the said Testator to his Daughter the said *Alicia Ann Thring*, and also the Annuity of Sixty Pounds given by the said Testator's Will to the said *Elizabeth Smith* in the event of her surviving her Husband the said *George Smith*, and likewise the Annuity of Ten Guineas by the said Testator's Will given to the said *Elizabeth Goodenough*, ought to be respectively limited to them, subject to the said Annuity of Two hundred and fifty Pounds to the said *Sarah Thring*, and the Powers and Remedies and Term of Years for securing the same to be issuing out of all the Hereditaments charged therewith by the Will of the said Testator, with such Powers of Distress and Entry, and Perception and Retention of the Rents and Profits and Term of Years, for better securing the same, as was before directed with respect to the Annuity to the said *Sarah Thring*; and it was by the said Decree further declared, that the whole of the before-mentioned Annuities of Two hundred and fifty Pounds, Two hundred and fifty Pounds, Sixty Pounds, and Ten Guineas were by the aforesaid Covenant and Will of the said Testator well charged on his Manor of *Alford* aforesaid and on his Real Estate in the Parish of *Alford* aforesaid (except the Advowson of *Alford*), and that, subject to the before-mentioned respective Annuities, the said Manor of *Alford* and also the Advowson of *Alford*, together with the Real Estate of the said Testator in the Parish of *Alford* aforesaid, and likewise all other the Real Estate whereof the said Testator, or any Person or Persons in Trust for him, was or were seised for the beneficial Use of the said Testator at the Time of the Death of the said Testator, were subject to the Limitations therein-before directed to be contained in the Settlement to be settled by the said Master; and it was by the said Decree further declared, that all Powers directed by the said Will to be inserted in the Settlement which by the said Will was ordered to be made by the Trustees of the said Will were to be inserted in the Settlement to be settled by the said Master, together with Powers of appointing new Trustees in the event of the Death, or declining to act, or the Incapacity of Trustees to be named in the said Settlement; and it was ordered that the said Master should appoint proper Persons to be Trustees in the Settlement, to preserve contingent Remainders, and to exercise the Powers of Sale and Exchange, and Trustees for the Term to be limited for securing the Annuities given by the said Will: And whereas by an Indenture bearing Date the Twenty-first Day of *February* One thousand eight hundred and thirty-three, and made between the said *Henry Hobhouse*, *Thomas Shewell Bailward*,

Settlement in pursuance of the said Decree, Feb. 1833.

Bailward, and *John Heathcote Wyndham* of the First Part, the said *John Gale Dalton Thring* of the Second Part, the said *Elizabeth Thring*, Widow of the said *John Thring*, of the Third Part, *Thomas Hoskins* of *Hazlebury* in the said County of *Somerset*, Esquire, and *James Talbot* the younger, of *Evercreech* in the same County, Esquire, of the Fourth Part, the said *Henry Hobhouse*, *Richard Jenkyns*, and *Joseph Hague Everett* (therein described as the surviving Trustees named in the Settlement made previous to the Marriage of the said *John Gale Dalton Thring* with the said *Sarah* his Wife) of the Fifth Part, the said *John Gale Dalton Thring* and *Sarah* his Wife of the Sixth Part, the said *Alicia Ann Thring* Spinster of the Seventh Part, the said *George Smith* and *Elizabeth* his Wife of the Eighth Part, the said *Elizabeth Goodenough* of the Ninth Part, the said *Henry Hobhouse*, *Richard Jenkyns*, and *Joseph Hague Everett* of the Tenth Part, and *Gabriel Goldney* of *Clifton* in the County of *Gloucester*, Esquire, and *William Waldron* of *Trowbridge* in the said County of *Wilts*, Esquire, since deceased, of the Eleventh Part (which Indenture was grounded on a Bargain and Sale for a Year bearing Date the preceding Day), after reciting the said Indenture of the Twenty-sixth Day of *September* One thousand eight hundred and eleven, the said Will of the said *John Thring* and the said Decree, and that *George Boone Roupell* Esquire, the Master to whom the before-mentioned Causes stood referred, had approved as well of the said *Thomas Hoskins* and *James Talbot* the younger as proper Persons to be Trustees to preserve the contingent Remainders intended to be therein-after limited from being defeated or destroyed, as of the said *Gabriel Goldney* and *William Waldron*, as proper Persons to be Trustees of a Term of Years intended to be therein-after created to secure the several Annuities given by the before in part recited Will, and that the said Master likewise approved of the said *Henry Hobhouse*, *Thomas Shewell Bailward*, and *John Heathcote Wyndham* as proper Persons to exercise the Power of Sale and Exchange intended to be therein-after limited and created, and he had approved of the Indenture now in recital, and also of the said Indenture of Bargain and Sale for a Year, it was witnessed, that in obedience to the said Decree, and for carrying fully into effect the Trusts and Directions declared and contained in the said Will of the said *John Thring*, and for a nominal Consideration, the said *Henry Hobhouse*, *Thomas Shewell Bailward*, and *John Heathcote Wyndham* did bargain, sell, alien, and release, and the said *Elizabeth Thring* in respect to her Right to Dower did bargain, sell, alien, release, and quit claim, and the said *John Gale Dalton Thring* did ratify and confirm, and the said *Henry Hobhouse*, *Richard Jenkyns*, and *Joseph Hague Everett*, by way of assenting to the said Indenture now in recital as far as related to the Security intended to be thereby created for the aforesaid Annuity or yearly Rent-charge of Two hundred and fifty Pounds payable to the said *Sarah Thring* in the event and manner therein-after mentioned, but no further or otherwise, did approve of and confirm unto the said *Thomas Hoskins* and *James Talbot* the younger and to their Heirs all that the Manor or Lordship or reputed Manor or Lordship of *Alford* in the aforesaid County of *Somerset*, and also all that the Advowson of *Alford*, together with the Capital Messuage or Mansion House, and all and singular other the Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments which were particularly mentioned and described in the First and Second Schedules annexed thereto, and every Part and Parcel of the same, together with the Rights, Members, and Appurtenances thereof, to hold the same unto the said *Thomas Hoskins*

and *James Talbot* the younger and their Heirs, nevertheless to the Uses, upon the Trusts, for the Intents and Purposes, and under and subject to the several Powers, Provisoes, Limitations, Declarations, and Agreements therein-after limited, expressed, and declared of and concerning the same, (that is to say,) as to the said Manor of *Alford* and the Capital Messuage or Mansion House, Demesne, and other Lands thereto belonging, and all and singular other the Messuages or Tenements, Farms, Lands, Gardens, and Hereditaments, lying within the said Manor of *Alford*, and to the same adjoining or belonging (save and except the Advowson of *Alford* aforesaid), and as to, for, and concerning all those the several Closes of Arable, Meadow, and Pasture Land, then late the Property of the said *John Thring* deceased, situate in the Parish of *Alford* aforesaid; all which said Manor, Capital Messuage, and other the Messuages, Tenements, and Hereditaments lastly therein-before referred to, were (along and together with the said Advowson of *Alford* and the Tithes thereto belonging) particularly described in the First Schedule thereunto annexed; to the Use, Intent, and Purpose that the said *Sarah Thring* (in case she should survive her Husband the said *John Gale Dalton Thring*), and her Assigns, should and might from and immediately after his Decease, yearly during the Remainder of her Life, receive and take by and out of the same Hereditaments (save only the said Advowson) an Annuity of Two hundred and fifty Pounds, free from all Taxes and Deductions whatsoever except Property Tax, to be paid quarterly as therein mentioned; and to this further Use, Intent, and Purpose, that the said *Alicia Ann Thring* and her Assigns might thenceforth during her natural Life have, receive, and take by and out of the same Manor and Hereditaments (save only the aforesaid Advowson and subject only to the before-mentioned Annuity or yearly Rent-charge of Two hundred and fifty Pounds limited to the said *Sarah Thring* in the Event aforesaid, and to the Powers and Remedies therein-after created for securing the same,) an Annuity or yearly Rent-charge of Two hundred and fifty Pounds free from all Taxes and Deductions whatsoever, to be paid at the Times therein mentioned; and to this further Use, Intent, and Purpose, that the said *Elizabeth Smith* (in case she should survive her said Husband the said *George Smith*) and her Assigns should from and after the Decease of the said *George Smith* yearly, during the then Remainder of her Life, receive and take by and out of the same Manor and Hereditaments (save only the aforesaid Advowson and subject only to the before-mentioned Annuity of Two hundred and fifty Pounds limited to the said *Sarah Thring* in the Event aforesaid, and to the Powers and Remedies for securing the same) an Annuity or yearly Rent-charge of Sixty Pounds free from all Deductions whatsoever, to be paid at the Times therein mentioned; and to this further Use, Intent, and Purpose, that the said *Elizabeth Goodenough* and her Assigns should thenceforth during the Term of her natural Life have, receive, and take, by and out of the same Manor and Hereditaments, (save only the aforesaid Advowson, and subject only to the said Annuity of Two hundred and fifty Pounds limited to the said *Sarah Thring* and the Remedies for securing the same,) an Annuity or yearly Rent-charge of Ten Pounds and Ten Shillings free from all Deductions whatsoever, to be paid at the Times therein mentioned; and to this further Use, Intent, and Purpose, that in case any of the aforesaid Annuities should be in arrear as therein mentioned, each of the said Annuitants might have such Remedies for obtaining the same as therein expressed; and as

to the said Manor or reputed Manor of *Alford*, Capital Messuage or Mansion House, and other the Messuages or Tenements, Farms, Lands, Gardens, and Hereditaments, lying within the said Manor and Parish of *Alford*, (subject to the said Annuities of Two hundred and fifty Pounds, Two hundred and fifty Pounds, Sixty Pounds, and Ten Pounds Ten Shillings, or such of them as should be payable for the Time being, and to the Remedies and Powers therein given for securing the same respectively,) to the Use of the said *Henry Hobhouse*, *Richard Jenkyns*, and *Joseph Hague Everett*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, commencing from the Date and Execution of the said Indenture now in recital, without Impeachment of Waste, upon the Trusts, Intents, and Purposes, and subject to the Powers, Provisoes, Declarations, and Agreements therein-after expressed and declared of and concerning the same, (such Trusts being for further securing the said Annuity of Two hundred and fifty Pounds limited to the said *Sarah Tring* as aforesaid, and subject thereto for the Persons for the Time being entitled to the Hereditaments comprised in the said Term in Remainder immediately expectant on the same Term,) and from and immediately after the Expiration or sooner Determination of the said Term of Five hundred Years, and in the meantime subject thereto and to the Trusts thereof, and charged and chargeable as aforesaid, to the Use of the said *Gabriel Goldney* and *William Waldron*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, commencing from the Date and Execution of the said Indenture now in recital, without Impeachment of Waste, 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, (such Trusts being for further securing the said other Annuity of Two hundred and fifty Pounds, and the said Annuities of Sixty Pounds and Ten Pounds Ten Shillings, and subject thereto, for the Persons for the Time being entitled to the Hereditaments comprised in the said Term in Remainder immediately expectant on the same Term,) and as to, for, and concerning all and singular the Messuages, Farms, Lands, Woods, Tenements, and Hereditaments situate in or near the several Parishes of *Lovington*, *Hornblotton*, *South Barrow*, *Charlton Adam*, *Ditcheat*, and *Castle Cary* in the aforesaid County of *Somerset*, with their Rights, Members, and Appurtenances, together with the Advowson of *Alford* aforesaid, and all and singular the Tithes thereto belonging, and all other the Tithes, Tenements, and Hereditaments, late the Property of the said *John Thring* deceased, and (save the aforesaid Advowson and Tithes) described in the Second Schedule annexed thereto, from and immediately after the Execution of the said Indenture now in recital; and also as to, for, and concerning the said Manor of *Alford*, Capital Messuage, and other the Messuages or Tenements, Farms, Lands, Gardens, and Hereditaments lying within the Manor and Parish of *Alford* aforesaid, and along with the aforesaid Advowson of *Alford* and the Tithes thereto belonging, described in the First Schedule annexed to the now-reciting Indenture, from and immediately after the End, Expiration, or sooner Determination of the aforesaid Term of One thousand Years, and in the meantime subject thereto and the Trusts thereof, and subject and charged and chargeable as aforesaid, to the Use of the *John Gale Dalton Thring* and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Thomas Hoskins* and *James Talbot* the younger and their

Heirs

Heirs during the Life of the said *John Gale Dalton Thring*, to preserve contingent Remainders; and from and after the Decease of the said *John Gale Dalton Thring* to the Use of the said *Theodore Thring*, eldest Son of the said *John Gale Dalton Thring*, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said *Thomas Hoskins* and *James Talbot* the younger and their Heirs during the Life of the said *Theodore Thring*, to preserve contingent Remainders; and from and immediately after the Decease of the said *Theodore Thring* to the Use of the first or only Son and all and every other the Son and Sons of the Body of the said *Theodore Thring* lawfully to be begotten severally and successively according to Seniority in Tail, and for Default of such Issue to the Use of the said *Henry Thring*, the Second Son of the said *John Gale Dalton Thring*, and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Thomas Hoskins* and *James Talbot* the younger and their Heirs during the Life of the said *Henry Thring*, to preserve contingent Remainders; and from and after the Decease of the said *Henry Thring* to the Use of the First or only Son and all and every other the Son and Sons of the Body of the said *Henry Thring* lawfully to be begotten severally and successively according to Seniority in Tail, and for Default of such Issue to the Use of *Edward Thring*, the Third Son of the said *John Gale Dalton Thring*, and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Thomas Hoskins* and *James Talbot* the younger and their Heirs during the Life of the said *Edward Thring*, to preserve contingent Remainders; and from and after the Decease of the said *Edward Thring* to the Use of the First or only and all and every other the Son and Sons of the Body of the said *Edward Thring* lawfully to be begotten severally and successively according to Seniority in Tail, and for Default of such Issue to the Use of *Godfrey Thring*, the Fourth Son of the said *John Gale Dalton Thring*, and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the Use of the said *Thomas Hoskins* and *James Talbot* the younger and their Heirs during the Life of the said *Godfrey Thring*, to preserve the contingent Remainders; and from and after the Decease of the said *Godfrey Thring* to the Use of the First or only and all and every other the Son and Sons of the Body of the said *Godfrey Thring* lawfully to be begotten severally and successively according to Seniority in Tail, and for Default of such Issue to the Use of *John Charles*, the Fifth Son of the said *John Gale Dalton Thring*, and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Thomas Hoskins* and *James Talbot* the younger and their Heirs during the Life of the said *John Charles Thring*, to preserve contingent Remainders; and from and after the Decease of the said *John Charles Thring* to the Use of the First or only and all and every other the Son and Sons of the Body of the said *John Charles Thring* lawfully to be begotten severally and successively according to Seniority in Tail, and for Default of such Issue to the Use of all and every other the Son and Sons thereafter to be born of the said *John Gale Dalton Thring* by the said *Sarah* his Wife lawfully to be begotten severally and successively according to Seniority in Tail, and for Default of such Issue to the Use of all and every the Daughter and Daughters of the said *John Gale Dalton Thring* as Tenants in Common in Tail, with cross Remainders between them in Tail, and for Default of such Issue to the Use of the right Heirs of the said Testator *John Thring* for ever; and in the said

Indenture now in recital were contained certain Powers of jointuring, granting Leases, and Sale, Exchange, and of appointing new Trustees: And whereas the said *Elizabeth Goodenough* and also the said *William Waldron* are since dead: And whereas in the said Powers to grant Leases and to make Sales and Exchanges there are inserted References to the Annuities and Terms limited by the said Indenture of Settlement which render it questionable whether such Powers can be exercised so as to defeat such Annuities and Terms, and the said Power of Sale and Exchange was not limited as was intended to the said *Henry Hobhouse*, *Thomas Shewell Bailward*, and *John Heathcote Wyndham*, and the Survivors and Survivor of them, and to their Successors in the Trusts or Powers of the said Settlement, but the same was limited to such Trustees together with the said *Thomas Hoskins* and *James Talbot* the younger, or the Survivor of them, or the Heirs of such Survivor, or other the Trustees or Trustee for the Time being in their Place and Stead; which Limitation, being contrary to the said Will and to the said Intention apparent from the Recitals in the said Settlement, was erroneous, and in consequence of such Error it is doubtful whether the said Power of Sale and Exchange can be effectually exercised, and there are also other Informalities in the same Power and in the Power in the said Settlement to appoint new Trustees, by reason of which several References, Errors, and Informalities, or some of them, the Title to Part of the said Estates under the said Power of Sale and Exchange has been rejected, and the Benefits to be derived by the several Parties interested under the said Settlement from Powers such as were intended by the said Decree of the Court of Chancery should be inserted in the aforesaid Settlement may be prevented, and it is therefore expedient that in lieu of the Powers and Provisions in respect to the granting Leases, making Sales and Exchanges, and appointing new Trustees, and all Matters consequent thereon respectively, other more effectual Powers and Provisions should be substituted: And whereas the said *John Gale Dalton Thring* is the present Incumbent of the Rectory or Parish Church of *Alford* aforesaid, the Advowson of which is Part of the aforesaid settled Estates: And whereas the said *John Gale Dalton Thring* is seised in Fee Simple in Possession of the Advowson of the Rectory or Parish Church of *Hornblotton* in the said County of *Somerset*, which Rectory is now vacant, and both the said Rectories are in the Diocese of *Bath* and *Wells*: And whereas the Parishes of *Alford* and *Hornblotton* adjoin each other, and the Population of the said Parishes according to the last Returns amounted to Two hundred and fifty-five Persons, and the Distance of the respective Churches from each other does not exceed One Mile: And whereas the present gross annual Income of the said Rectories is not much more than Four hundred Pounds, that of the said Rectory of *Alford* being about One hundred and seventy Pounds, and the Income of the said Rectory of *Hornblotton* being about Two hundred and thirty Pounds, and the Parsonage House at *Hornblotton* has not for many Years been calculated for the Residence of the Incumbent thereof: And whereas the said *John Gale Dalton Thring* is desirous that the said Rectories and Parish Churches should be united, and that so united the Advowson of the said Rectories should be settled to go with the aforesaid Family Estates, there being reserved to the said *John Gale Dalton Thring* the next Presentation to the said united Rectories: And whereas some Years since the Union of the said Rectories was recommended by the Rural Dean of the District in a Return made by

him to an Inquiry under an Ecclesiastical Commission, and such Union has met with the Approbation of the Right Reverend *George Henry* Lord Bishop of *Bath* and *Wells*: And whereas the beneficial Objects aforesaid cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subject the said *John Gale Dalton Thring*, for himself and on behalf of his said Sons and Daughters, most humbly beseeches Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act the Rectory of *Hornblotton* in the said County of *Somerset* shall be united and annexed to the Rectory of *Alford* in the same County to all Intents and Purposes whatsoever, and that the said Rectories shall for ever hereafter be incorporated and consolidated, and be presented to and holden and enjoyed as One Benefice only, by the Name and Description of the Rectory of *Alford with Hornblotton*, and the said *John Gale Dalton Thring* from and immediately after the passing of this Act shall be and become the Rector and Incumbent of the said Rectory of *Alford with Hornblotton*, without any further Institution or Induction; and that the said *John Gale Dalton Thring* and his Successors, Incumbents for the Time being of the said Consolidated Rectory, shall have, receive, and take all the Tithes, Profits, Oblations, Obventions, and all other Ecclesiastical Emoluments to the said Rectories or either of them incident, belonging, or appertaining, and hitherto accustomed to be paid to or enjoyed by the respective Rectors thereof, and shall bear, pay, and discharge all Dues, Fees, and Sums of Money payable in respect of the said Rectories respectively.

Rectories of Hornblotton and Alford united.

II. And be it further enacted, That the present or any future Rectory House for the Time being of *Hornblotton* aforesaid shall be the Rectory House of the said united Rectories, but that Divine Service and other Spiritual Offices shall be celebrated and performed in the said Parishes of *Alford* and *Hornblotton* in the same Manner as heretofore, and that the Churchwardens of the said respective Parish Churches, notwithstanding the said Union, shall continue to be chosen and admitted to their said Offices in the said Parishes respectively, and shall perform the Duties of their said Offices respectively, and shall keep and pass their respective Accounts in the same Manner as heretofore, and that in all respects, except as is provided by this Act, the said Parishes shall be and remain separate and distinct Parishes.

Rectory House of Hornblotton to be the Rectory House of the united Rectories, but Divine Service, &c. to be performed in both Parishes, and the Parishes to be distinct.

III. And be it further enacted, That when and so soon as a suitable Rectory House and Outbuildings in *Hornblotton* aforesaid shall have been provided and completed it shall be lawful for the said *John Gale Dalton Thring* and his Successors, Rectors of the said united Rectory, from Time to Time by Deed to demise such of the Messuages and Buildings, Parcel of and belonging to the said united Rectory, as shall not have been taken down as herein-after mentioned, and shall not be appropriated as a Rectory House, and either alone or with all or any Part of the Glebe Lands belonging to the said united Rectory, to any Person or Persons for any Term or Number of Years not exceeding Seven Years in Possession, at the best Rent that can reasonably be obtained for the same, but so that the Lessee or Lessees covenant for the Payment of the Rent to be

Power to lease Houses and Buildings not appropriated as a Rectory House, and either alone or with Glebe.

be thereby reserved, and for the keeping in repair the demised Buildings, and so that there be contained in every such Lease a Proviso for Re-entry by the Rector of the said united Rectory for the Time being within a reasonable Time for Nonpayment of the Rent to be thereby reserved.

Power to Bishop to direct Buildings to be taken down.

IV. Provided always, and be it further enacted, That it shall be lawful for the Lord Bishop of *Bath* and *Wells* for the Time being (but subject and without Prejudice to any Lease which shall or may have been granted as aforesaid) to direct any of the Messuages and Buildings belonging to the said united Rectory, and which shall not have been appropriated for a Rectory House as aforesaid, to be taken down, and to direct the Application of the Materials of such Buildings to any Purposes conducive to the permanent Benefit of the said united Rectory which the said Lord Bishop for the Time being shall think proper; and all such Directions as aforesaid shall be signified by Writing under the Hand of the said Lord Bishop for the Time being, and shall be given to such Person or Persons as he shall think fit, who shall carry the same into effect.

John Gale Dalton Thring, his Executors or Administrators, within Five Years to repair or rebuild Rectory House at Hornblotton.

V. And be it further enacted, That the said *John Gale Dalton Thring*, his Executors or Administrators, shall, within Five Years from the passing of this Act, well and effectually and to the Satisfaction of the Lord Bishop of *Bath* and *Wells* for the Time being, either repair the Rectory House at *Hornblotton* aforesaid and the Outbuildings thereof, so that the same may be rendered suitable for the Residence of the Incumbent of the said united Rectory, or on a suitable Part of the Glebe in the said Parish of *Hornblotton* erect a new Rectory House with necessary Outbuildings, and that the House so repaired or erected as aforesaid shall be at all Times hereafter the Rectory House of the said united Rectory.

Advowsons of Hornblotton and Alford consolidated and settled to the Uses of John Gale Dalton Thring's settled Estates.

VI. And be it further enacted, That the Advowson of *Hornblotton* aforesaid, with all its Rights, Privileges, and Appurtenances, shall, from and immediately after the passing of this Act, become consolidated and incorporated with the said Advowson of *Alford*, and that the said consolidated Advowson shall go, be, and remain to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations to, upon, for, with, under, and subject to which the said Advowson of *Alford* alone would, by virtue of the said recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and thirty-three and of this Act, have stood limited, settled, and been subject to if such Consolidation of the said Advowsons had not taken place.

Power to John Gale Dalton Thring to dispose of next Presentation

VII. Provided always, and be it further enacted, That it shall be lawful for the said *John Gale Dalton Thring*, by Deed legally executed, or by his last Will and Testament or any Codicil thereto, to nominate and appoint such Person (duly qualified) as he shall see fit to be presented to the said united Rectory of *Alford with Hornblotton* upon the first Vacancy or Avoidance of such Rectory or Benefice which shall happen or arise after the passing of this Act, and the Person so nominated shall accordingly be presented to the said united Rectory.

VIII. And

VIII. And be it further enacted, That the Powers of Leasing, Sale, Exchange, and appointing new Trustees contained in the said herein-before in part recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and thirty-three, and all Provisions in regard thereto, and for carrying the same into execution (subject and without Prejudice to such Leases as before the passing of this Act shall have been granted in exercise of the said Power of Leasing), shall be and the same are hereby wholly revoked and made void.

Powers of Leasing, &c. in the Indenture of 21st February 1833 revoked.

IX. And be it further enacted, That it shall be lawful to and for the said *John Gale Dalton Thring*, *Theodore Thring*, *Henry Thring*, *Edward Thring*, *Godfrey Thring*, and *John Charles Thring*, when and as by virtue of the Limitations contained in the said Indenture of the Twenty-first Day of *February* One thousand eight hundred and thirty-three they shall respectively be in Possession of or entitled to the Receipt of the Rents and Profits of the Manors or Lordships or reputed Manors or Lordships, Capital Messuage or Mansion House, and other the Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments comprised and described in the First and Second Schedules annexed to the same Indenture, or any of them or any Part thereof, to limit and appoint all or any Part of the same Hereditaments, with the Appurtenances, to any Person or Persons for any Term or Number of Years not exceeding Seven Years in Possession and not in Reversion or by way of future Interest, so that there be reserved and made payable on every such Lease during the Continuance thereof the best and most improved yearly Rent or Rents to go along with and be incident to the immediate Reversion of the Premises so to be leased that can or may be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift for the making thereof, and so that in every such Lease there be contained a Condition of Re-entry within a reasonable Time on the Nonpayment of the Rent or Rents to be thereby reserved, and so that the Lessee or respective Lessees to whom such Lease or Leases shall be made do seal and deliver a Counterpart or Counterparts of such Lease or Leases, and thereby covenant for the Payment of the Rent or Rents to be reserved by such Lease or Leases, and so that none of the Lessees to whom any such Lease or Leases shall be made be by any Clause or Words therein contained authorized to commit Waste or be exempted from Punishment for committing Waste.

Power of Leasing.

X. And be it further enacted, That, notwithstanding any of the Uses, Trusts, or Limitations contained in the said Indenture of the Twenty-first of Day *February* One thousand eight hundred and thirty-three, or the said Will of the said *John Thring* (but subject nevertheless and without Prejudice to such Leases as previously to the Exercise of this present Power shall have been granted as aforesaid), it shall and may be lawful to and for the said *Henry Hobhouse*, *Thomas Shewell Bailward*, and *John Heathcote Wyndham*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, at any Time or Times hereafter, with the Consent of the Person who by virtue of or under the Limitations contained in the said recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and thirty-three shall for the Time being be entitled to an Estate for Life in Possession, or to the Receipt of the Rents and Profits of the Manors, Capital Messuage or Mansion House, and other the Messuages or Tenements, Farms, Lands,

Powers of Sale and Exchange.

and other Hereditaments, described in the First and Second Schedules annexed to the same Indenture, or such Part thereof as it shall be proposed to sell or exchange under this present Provision, provided such Person shall have attained the Age of Twenty-one Years, and if such Person shall be under that Age, then with the Consent of his Guardian or Guardians (every such Consent to be signified in Writing under the Hand and Seal of the Party giving the same), to make sale, alien, and dispose of, or to convey in Exchange for or in lieu of other Messuages or Tenements, Farms, Lands, and Hereditaments, to be situate in *England*, all or any Part of the Manors, Messuages, or Tenements, Farms, Lands, and other Hereditaments, comprised in the Second Schedule annexed to the said Indenture of the Twenty-first Day of *February* One thousand eight hundred and thirty-three, not situate in or adjoining to the said Manor of *Alford*, with the Appurtenances, and the Inheritance thereof in Fee Simple, to any Person or Persons whomsoever, either together or in Parcels, and for such Price or Prices in Money, or for such Equivalent or Recompence in Messuages, Lands, or Hereditaments, as to them the said *Henry Hobhouse*, *Thomas Shewell Bailward*, and *John Heathcote Wyndham*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, shall seem reasonable; and that for effecting any such Sale or Exchange it shall and may be lawful to and for the said *Henry Hobhouse*, *Thomas Shewell Bailward*, and *John Heathcote Wyndham*, and the Survivors or Survivor of them, and the Executors or Administrators of such Survivor, with such Consent as aforesaid, by any Deed or Deeds sealed and delivered in the Presence of and attested by Two or more credible Witnesses, to revoke, determine, and make void all and every or any of the Uses, Estates, Trusts, Limitations, Powers, Provisoes, and Agreements in the said Indenture of the Twenty-first Day of *February* One thousand eight hundred and thirty-three and in this Act limited, expressed, declared, and contained of and concerning the Hereditaments so to be sold or exchanged, and by the same or any other Deed or Deeds so sealed and delivered and attested as aforesaid to limit and appoint, direct and declare, such Use or Uses, Estate or Estates, Trust or Trusts of the Hereditaments the Uses whereof shall be so revoked, which it shall be thought necessary or expedient to limit, declare, or appoint in order to effect such Sale, Exchange, or Disposition as aforesaid; and that upon any such Exchange as aforesaid it shall and may be lawful for the said *Henry Hobhouse*, *Thomas Shewell Bailward*, and *John Heathcote Wyndham*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, to give, receive, or take any Sum or Sums of Money by way of Equality of Exchange; and that upon Payment of any Sum of Money to arise by any such Sale as aforesaid, or to be received or taken for or by way of Equality of Exchange, it shall be lawful for the said *Henry Hobhouse*, *Thomas Shewell Bailward*, and *John Heathcote Wyndham*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, to give and sign Receipts for the Money for which any such Hereditaments shall be so sold or so to be paid for Equality of Exchange, which Receipts shall be sufficient Discharges to the Person or Persons paying the same respectively for the Money for which the same shall be so given; and that the Person or Persons paying the same respectively, and taking such Receipt or Receipts for the same as aforesaid, shall not afterwards be obliged to see to the Application or be in anywise

anywise answerable or accountable for any Loss, Misapplication, or Non-application of such Money or any Part thereof; and that when all or any Part or Parcel or Parts or Parcels of the said Hereditaments hereby made saleable as aforesaid shall be sold in pursuance of this Act for a valuable Consideration in Money, and also when any Sum or Sums of Money shall be received for Equality of Exchange in pursuance of the Power herein-before contained, then they the said *Henry Hobhouse*, *Thomas Shewell Bailward*, and *John Heathcote Wyndham*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, shall with all convenient Speed, with the Consent in Writing of the Person who would, under or by virtue of the Limitations contained or referred to in the Settlement or Conveyance herein-after directed, be for the Time being the Tenant for Life in Possession or entitled to the Receipt of the Rents and Profits of the Hereditaments to be purchased as herein-after is mentioned or directed in case the same were actually purchased, and if such Person shall be under the Age of Twenty-one Years, then with the Consent in Writing of his Guardian or Guardians, lay out and invest all and every the Sums and Sum of Money which shall arise by such Sale or Sales, and shall be paid for Equality of Exchange as aforesaid, in the Purchase of other Manors, Messuages, or Tenements, Farms, Lands, and Hereditaments in Possession, to be situate, being, or arising somewhere in *England*, of a clear and indefeasible Estate of Inheritance in Fee Simple; and as well the Hereditaments so to be purchased as all and every the Hereditaments so to be received in Exchange as aforesaid shall be settled, conveyed, and assured to, for, and upon such Uses, Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Conditions, and Declarations (except such as are revoked by this Act), as are in and by the said Indenture of the Twenty-first Day of *February* One thousand eight hundred and thirty-three and in and by this Act limited, expressed, declared, and contained of and concerning the Hereditaments comprised in the Second Schedule to the same Indenture, and made saleable and exchangeable as aforesaid, or intended so to be, or as near thereto as the Deaths of Parties and other Contingencies or the Circumstances of the Case will permit; and that in the meantime and until the Money to arise by such Sale or Sales, or to be received for Equality of Exchange as aforesaid, shall be laid out and invested in a Purchase or Purchases in the Manner herein-before mentioned, it shall and may be lawful to and for the said *Henry Hobhouse*; *Thomas Shewell Bailward*, and *John Heathcote Wyndham*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, by and of their or his own proper Authority, from Time to Time to place out and invest such Sum or Sums of Money in the Public Stocks or Funds, or at Interest upon Government or Real Securities in *England*, and from Time to Time of their or his own proper Authority to alter, vary, sell, transfer, and dispose of such Stocks, Funds, or Securities, and again to lay out and invest the Money arising by such Alteration, Sale, Transfer, or Disposition in and upon the same or upon new or other Stocks or Funds, or at Interest upon Government or Real Securities of the like Nature, as often as they shall think proper; and the Interest, Dividends, and annual Proceeds arising from such Stocks, Funds, or Securities shall from Time to Time go and be paid to such Person or Persons, and be applied to such Uses, Intents, and Purposes, and in such Manner, as the Rents and Profits of the several Hereditaments

ments to be purchased therewith would go and be payable or applicable in case such Purchase or Purchases were actually made.

Power to appoint new Trustees.

XI. And be it further enacted, That in case the respective Trustees in and by the said Indenture of the Twenty-first Day of *February* One thousand eight hundred and thirty-three and this Act respectively nominated and appointed, or any or either of them, or any succeeding or other Trustees or Trustee to be nominated as herein-after mentioned, or the respective Heirs, Executors, or Administrators of them or any of them, shall happen to die, or be desirous to be discharged of and from or refuse or become incapable to act in the Trusts or Powers subsisting under the same Indenture or this Act or either of them, then and so often as the same shall happen it shall and may be lawful to and for the surviving or continuing Trustees or Trustee of the Estate or Power, any Trustee or Trustees of which shall so die, desire to be discharged, or refuse or become incapable to act as aforesaid, and if there shall be no such Trustee then for the Executors or Administrators of the last surviving Trustee of such Estate or Power, by and with the Consent in Writing of the Person or Persons who shall or may for the Time being be entitled, under or by virtue of the Limitations or Uses contained in the said Indenture of the Twenty-first Day of *February* One thousand eight hundred and thirty-three, to the immediate Freehold of the Hereditaments affected by such Estate or Power as lastly herein-before is mentioned, if such Person or Persons shall be of the Age of Twenty-one Years, but if not, then with the Consent in Writing of the Guardian or Guardians of such Person or Persons, and in case there shall be no such Guardian or Guardians, then of the proper Authority of such surviving or continuing Trustee or Trustees, Executors, or Administrators as aforesaid, by any Deed or Writing sealed and delivered by them or him in the Presence of and attested by Two or more credible Witnesses, to nominate, substitute, and appoint any other Person or Persons to be a Trustee or Trustees in the Place or Stead of such Trustee or Trustees so dying, desiring to be discharged, or refusing or becoming incapable to act as aforesaid; and that when and so often as any such new Trustees or Trustee shall be nominated and appointed as aforesaid, the Trust Estates and Premises subsisting under the said recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and thirty-three and this Act, or either of them, the Trustee or Trustees whereof shall so die, desire to be discharged, or refuse or become incapable to act as aforesaid, shall be thereupon with all convenient Speed conveyed, transferred, assigned, and assured respectively, according to the Nature and Tenure thereof, in such Sort and Manner, and so that the same shall and may be lawfully and effectually vested in the newly-appointed Trustee or Trustees jointly with the surviving or continuing Trustee or Trustees of such Trust Estates, or solely, as Occasion shall require, upon and for the Trusts, Intents, and Purposes in and by the said last-mentioned Indenture expressed, declared, and contained of and concerning the same or such of them as shall be then subsisting or capable of taking effect; and that the new Trustee or Trustees who shall be appointed in the Room or Stead of the said *Henry Hobhouse*, *Thomas Shewell Bailward*, and *John Heathcote Wyndham*, or any or either of them as aforesaid, either alone or jointly with such of them the said *Henry Hobhouse*, *Thomas Shewell Bailward*, and *John Heathcote Wyndham* as shall continue to act, or in the Room or Stead of the Ex-

ecutors or Administrators of the Survivor of them, or of any of their Successors in the Trusts and Powers reposed in them by the said last-mentioned Indenture and this Act or either of them, shall and may, without any Conveyance or Assurance of the settled Estates, or of any Estate or Interest therein, exercise all or any of the Powers or Authorities herein-before limited to the said *Henry Hobhouse*, *Thomas Shewell Bailward*, and *John Heathcote Wyndham*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor as aforesaid; and that every such new Trustee shall and may in all Things and in all Respects act and assist in the Management, carrying on, and executing the Trusts and Powers to which he shall be so appointed, as fully and effectually, and with the same Power and Powers, Authority and Authorities, as if he or they had been originally appointed a Trustee or Trustees to carry such respective Trusts and Powers into execution, and as the Trustee or Trustees in whose Stead or Place such new Trustee or Trustees shall be appointed might or could have done under or by virtue of the said last-mentioned Indenture and of this Act or either of them, or of any Clause, Power, or Proviso therein respectively contained or implied, or otherwise, if then living, and continuing to act under or in execution of the Trusts, Powers, and Authorities reposed in or reserved to them in and by the same Indenture and this Act or either of them.

Indemnity to Trustees.

XII. And be it further enacted, That all Provisions for the Indemnity and Protection and Reimbursement of Trustees contained in the said recited Indenture of Settlement shall be applied to the Trustees by the same Indenture nominated and appointed, and also to the Trustees to be nominated and appointed by virtue of the said last-mentioned Power, and to their respective Heirs, Executors, and Administrators, in such and the same Manner as if such Provisions were here repeated, and in Terms applied and extended to such respective Trustees, and to their respective Heirs, Executors, Administrators, and Assigns.

Cost of Act to be charged on settled Estates.

XIII. And be it further enacted, That all the Costs, Charges, and Expences which have been and shall be incurred preparatory and with a view to this Act, and in obtaining and passing the same, and of the Proceedings and Instruments for ascertaining the Amount thereof and for securing the same, shall be paid by the said *John Gale Dalton Thring*, his Executors or Administrators; but the Amount thereof, with Interest for the same at the Rate of Four Pounds for every One hundred Pounds by the Year, shall be a Charge on the Manors and other Hereditaments settled by the said recited Indenture of the Twenty-first Day of *February* One thousand eight hundred and thirty-three, and shall and may be paid and satisfied out of any Monies which shall arise from any Sale or Exchange which shall be made in pursuance of this Act.

How Costs are to be ascertained.

XIV. And be it further enacted, That the Amount of the said Costs, Charges, and Expences shall be ascertained by any Person or Persons to be appointed by Writing under the Hands of the said *Henry Hobhouse*, *Thomas Shewell Bailward*, and *John Heathcote Wyndham*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the said Power of Sale, and they or he are and is hereby authorized to appoint such Person or Persons accordingly, and the Amount of such

Costs, Charges, and Expences shall be allowed and certified by a Memorandum under the Hand or Hands of such Person or Persons so to be appointed as aforesaid; and the said Person or Persons so to be appointed as aforesaid is and are hereby authorized to sign such a Certificate on such Evidence as he or they shall think sufficient, which Certificate shall be conclusive Evidence as to the Amount of the Sum so to be ascertained.

Power to create Term for securing the Amount of Costs.

XV. And be it further enacted, That it shall be lawful for the said *John Gale Dalton Thring*, his Executors or Administrators, (with the Consent of the said *Henry Hobhouse*, *Thomas Shewell Bailward*, and *John Heathcote Wyndham*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the said Power of Sale, such Consent to be testified by some Writing under their or his Hands or Hand,) by any Deed or Deeds in Writing, to be by him or them sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, to limit and appoint all or any Part or Parts of the said Manors and other Hereditaments comprised in the said herein-before recited Indenture of Settlement of the Twenty-first Day of *February* One thousand eight hundred and thirty-three to any Person or Persons whomsoever for any Term or Terms of Years as he the said *John Gale Dalton Thring*, his Executors or Administrators, shall think proper, without Impeachment of Waste, for securing the certified Amount of such Costs, Charges, and Expences as aforesaid, and subject to a Proviso for the Cesser of such Term, on Payment by the said Person or Persons for the Time being entitled to the said Hereditaments under and by virtue of the said Indenture of Settlement to the said *John Gale Dalton Thring*, his Executors, Administrators, or Assigns, of such certified Amount, together with Interest for the same at the Rate aforesaid, such Interest to be paid half-yearly; provided that the said *John Gale Dalton Thring* shall keep down the Interest which shall arise during his Life in respect of the said Sum to be secured.

Saving Clause.

XVI. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *John Gale Dalton Thring* and his Successors, Rectors of the said consolidated Rectory, and the said Lord Bishop and his Successors, and the said *John Gale Dalton Thring* and *Sarah* his Wife, and the Heirs of the said *John Gale Dalton Thring*, and the said *Theodore Thring*, *Henry Thring*, *Edward Thring*, *Godfrey Thring*, and *John Charles Thring*, and all other Sons of the said *John Gale Dalton Thring* by the said *Sarah* his Wife lawfully begotten and to be begotten, and the respective Heirs of the Bodies of all such Sons, and the said *Theresa Thring* and *Elizabeth Marianne Thring*, and all other Daughters of the said *John Gale Dalton Thring*, and the respective Heirs of their respective Bodies, and the right Heirs of the said *John Thring*, and all and every other Persons and Person having or claiming or who shall or may have or claim any Estate, Right, Title, Charge, Annuity, Trust, or Benefit under or by virtue of the said Indenture of the Twenty-sixth Day of *September* One thousand eight hundred and eleven, the said Will of the said *John Thring*, and the said Indenture of Settlement of the Twenty-first Day of *February* One thousand eight hundred and thirty-three, or any or either of them,) all such Estate, Right, Title, and

Interest of, in, to, or out of the Hereditaments affected by this Act as they, every or any of them, had before the passing of this Act, or would, could, or might have had or enjoyed or be entitled to if this Act had not been passed.

Act to be printed by the King's Printers.

XVII. And be it further enacted, That this Act shall be printed by the several Printers to the King'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.

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,
Printers to the King's most Excellent Majesty. 1836.