



ANNO QUADRAGESIMO TERTIO

GEORGI II. REGIS.

Cap. 136.

An Act for appointing new Trustees for the Purposes of certain Settlements, made upon and after the Marriage of the Right Honourable *Henry Lord Stawell*, with *Mary Curzon* Spinster, now the Right Honourable *Mary Lady Stawell*, and for other Purposes. [27th July 1803.]

WHEREAS by Indenture of Four Parts, bearing Date on or about the Thirtieth Day of *June* One thousand seven hundred and seventy-nine, and made or mentioned to be made between *Wills Earl of Hillsborough*, and *Mary Countess of Hillsborough*, his Wife (both since deceased), of the First Part; *Henry* now Lord *Stawell*, (then the Honourable *Henry Stawell Bilson Legge*, therein mentioned to be the only Child and Heir at Law of *Henry Bilson Legge* Esquire, deceased, by the said *Mary Countess of Hillsborough*, his Wife) of the Second Part; *Ashton Curzon* Esquire, (now Lord Viscount *Curzon*), and *Mary*,
[Loc. & Per.] 29 X now

Settlement of Four Parts, dated 30th June 1779.

now Lady *Stawell* (by her then Name and Addition of *Mary Curzon* Spinster, Daughter of the said *Ashton Curzon*, which said *Mary Curzon* was then an Infant of the Age of Nineteen Years or thereabouts) of the Third Part; and the Right Honourable *Arthur Hill* Esquire, (commonly called *Lord Viscount Fairford*), and the Honourable and Reverend *John Harley* Dean of *Windsor* (both since deceased), of the Fourth Part; in Consideration of the Marriage then intended between the said *Henry* now Lord *Stawell*, and the said *Mary Curzon* (now Lady *Stawell*), and for other the Considerations therein expressed, the said *Mary* Countess of *Hillsborough*, by virtue and in Exercise of certain Powers therein mentioned to have been given and reserved to her, did appoint, that (in case the said then intended Marriage should take Effect) certain Messuages, Lands, Tenements, and Hereditaments in *Hartley Westpal*, and *Shirfield upon Lodden*, in the County of *Southampton* therein mentioned, and all other the Hereditaments then late of *Edward* Lord *Stawell*, and then of the said *Mary* Countess of *Hillsborough*, in *Hartley*, *Westpal*, and *Shirfield* aforesaid; the Manor and Rectory of *Dunster*, in the County of *Somerset*, and the Advowson of the Church of *Dunster* aforesaid, which were therein mentioned to have descended or come to the said *Mary* Countess of *Hillsborough*, as Devisee and Heir at Law of *Sarah Townshend*, her then late Aunt deceased, and a certain Piece or Close of Landshare in the said Parish of *Dunster*, which the said Countess of *Hillsborough* is therein mentioned to have purchased of *William Hurford*, *Cecilia Hurford*, *John Hurford*, *Joan Poole*, and *Robert Wood*, and *Jane* his Wife, should, from and after the Decease of the said *Mary* Countess of *Hillsborough*, go and remain (subject to such Leases as had then already been or should thereafter be granted by the said *Mary* Countess of *Hillsborough*, in pursuance of all or any Powers reserved to her), to the Use of the said *Henry* (now Lord *Stawell*) for his Life without Impeachment of Waste; Remainder to the Use of the said *Arthur* Viscount *Fairford*, and *John Harley*, and their Heirs, during the Life of the said *Henry* (now Lord *Stawell*), upon Trust to preserve the contingent Uses and Estates therein after limited; Remainder to the Use of the First and every other Son of the said then intended Marriage severally and successively, in Tail Male; Remainder to such Uses as the said *Mary* Countess of *Hillsborough*, should by Deed or Will appoint; and in Default of such Appointment to the Use of her right Heirs; and Power was thereby given to the said *Henry* (now Lord *Stawell*) when in Possession, to make Leases of the said Hereditaments, (except the said Manor and Advowson) in Manner therein mentioned; and Power was thereby given to the said *Arthur* Lord Viscount *Fairford*, and *John Harley*, and the Survivor of them, and the Heirs of such Survivor, during the Lives of the said *Mary* Countess of *Hillsborough*, and *Henry* (now Lord *Stawell*) or the Life of the Survivor of them, or within Twenty-one Years next after the Death of the longer Liver of them, (at the Request and by the Direction of the said *Mary* Countess of *Hillsborough*, and *Henry* (now Lord *Stawell*) or of the Survivor of them, if they or either of them, should be living) to make Sale and dispose of, or to convey in Exchange in lieu of other Hereditaments in *England*, the Hereditaments thereby appointed, or any Part thereof, (subject to such Leases as should have been made either in pursuance of any Power reserved to the said *Mary* Countess of *Hillsborough*, as therein mentioned,

or of the Power therein before contained); and it was thereby provided that the Money which should arise by such Sales, should be invested in the Purchase of other Freehold or Copyhold Hereditaments in Fee Simple in Possession in *England*, -and that as well the Hereditaments so to be purchased, as the Hereditaments which should be vested in the said *Arthur Lord Viscount Fairford*, and *John Harley*, or in the Survivor of them, or in his Heirs, in Exchange as aforesaid, should be settled to such Uses, upon such Trusts, and for such Intents and Purposes, and subject to such Powers and Provisoos as were, by the said Indenture of the Thirtieth Day of *June* One thousand seven hundred and seventy-nine, expressed concerning the said Hereditaments thereby made saleable or exchangeable as aforesaid, or as near thereto as the Deaths of Parties and other Contingencies, and the Nature of the Estates to be purchased or taken in Exchange would then admit of; and that until the Money arising by such Sale or Sales as aforesaid, should be invested in Purchases in the Manner therein before directed, or otherwise be disposed of, according to the Trusts, it should be lawful for the said *Arthur Lord Viscount Fairford* and *John Harley*, and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor (with the Consent and Approbation of the said *Mary Countess of Hillsborough* and *Henry now Lord Stawell*, or of the Survivor of them, or of the Executors or Administrators, of such Survivor) to place out such Money at Interest either in the publick Stocks or Funds, or in Government, or upon real Securities, and to call in the Principal Money so placed out, and to place out the same again at Interest on such new or other Securities as they should think proper; and that the Interest, Dividends, and annual Produce arising from such Stocks, Funds, or Securities, should be paid to such Persons and be applied for such Intents and Purposes, and in such Manner as the Rents and Profits of the Hereditaments to be purchased therewith would be payable or applicable unto in case such Purchases were then actually made: And whereas by Indenture of Five Parts, bearing Date the said Thirtieth Day of *June* One thousand seven hundred and seventy-nine, made between the said *Henry* (now Lord *Stawell*) of the First Part; the said *Ashton Curzon*, and *Mary* (now Lady *Stawell*) of the Second Part; the said *Wills Earl of Hillsborough*, and *Mary Countess of Hillsborough*, of the Third Part; *William Earl of Dartmouth* and *John Sainsbury Esquire*, of the Fourth Part; and the said *Arthur Lord Viscount Fairford* and *John Harley*, of the Fifth Part; in Consideration of the said then intended Marriage, the said *Henry* (now Lord *Stawell*), in pursuance of a certain Power therein mentioned to be given to him by the last Will and Testament of the said *Henry Bilson Legge*, his Father deceased, did appoint unto the said *Mary now Lady Stawell*, (in case the said then intended Marriage should take Effect, and she should survive him), certain Manors and Hereditaments therein described, situate and being in the Counties of *Southampton* and *Sussex*, unto and to the Use of the said *Mary* (now Lady *Stawell*), during her natural Life; and the said *Ashton Curzon* did thereby (with the Consent of the said *Henry now Lord Stawell*) covenant (as soon as might be after the Solemnization of the said then intended Marriage) to transfer the therein mentioned Sums of Seven thousand one hundred and ninety-three Pounds New South Sea Annuities, Seven thousand Pounds Old South Sea Annuities, and such Part of the therein mentioned

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tioned Sum of Eight thousand five hundred and thirty-seven Pounds Five Shillings and One Penny Three *per Centum* Consolidated Bank Annuities, as together with the said several South Sea Annuities, would at the Current Price the same respectively should bear at the Time of such Transfer, produce the Sum of Ten thousand Pounds, unto the said *Arthur* Lord Viscount *Fairford*, and *John Harley*, upon the Trusts therein-after expressed concerning the same; and the said *Arthur* Lord Viscount *Fairford*, and *John Harley*, (by the Direction of the said *Henry* now Lord *Stawell*, and *Ashton Curzon*) did thereby declare that when and so soon as certain common Recoveries therein mentioned should have been suffered and perfected, and such Settlement as is therein mentioned, should have been made of the Hereditaments to be comprized in the said Recoveries, (and which Settlement was made by the Indentures of Lease and Release of the Thirteenth and Fourteenth Days of *June* One thousand seven hundred and eighty-one herein-after recited, and which Recoveries appear to have been suffered in *Michaelmas* Term One thousand seven hundred and seventy-nine), they the said *Arthur* Lord Viscount *Fairford*, and *John Harley*, and the Survivor of them, his Executors, Administrators, and Assigns, should, with the Consent in Writing of the said *Henry* (now Lord *Stawell*), make Sale of the said Seven thousand one hundred and ninety-three Pounds New South Sea Annuities, and Seven thousand Pounds Old South Sea Annuities, and such Part of the said Three *per Centum* Consolidated Bank Annuities as aforesaid; and invest the Money arising by such Sale, (with such Consent as aforesaid) in the Purchase of Freehold or Copyhold Manors or Hereditaments in Possession, held for an Estate of Inheritance in Fee Simple, Free from Incumbrances; (save Quit Rents, and usual Out Payments) and settle all such Hereditaments, to the Use of the said *Arthur* Lord Viscount *Fairford*, and *John Harley*, their Executors, Administrators, and Assigns, for the Term of Eighty Years, upon Trust, for securing the Payment unto the said *Mary* (now Lady *Stawell*), or her Assigns, during the joint Lives of the said *Mary* Countess of *Hillsborough*, and *Henry* (now Lord *Stawell*), and the said *Mary* (now Lady *Stawell*) of the clear yearly Sum of Four hundred Pounds, for her sole and separate Use, for or in Nature of Pin Money; and in case the said *Mary* Countess of *Hillsborough* should die during the joint Lives of the said *Henry* (now Lord *Stawell*), and *Mary* (now Lady *Stawell*), then in Trust for securing the clear yearly Sum of Five hundred Pounds, in lieu of the said Sum of Four hundred Pounds, to the said *Mary* (now Lady *Stawell*), and her Assigns, for her sole and separate Use, during the joint Lives of the said *Henry* (now Lord *Stawell*), and *Mary* (now Lady *Stawell*), and subject and chargeable as aforesaid, to the Use of the said *Henry* (now Lord *Stawell*), and his Assigns, for his Life without Impeachment of Waste; with Remainder to the Use of Two Trustees in such Settlement to be named, and their Heirs during his Life in Trust to preserve the contingent Remainders; with Remainder to Two other Trustees, in the said Settlement to be named, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, to be computed from the Decease of the said *Henry* (now Lord *Stawell*), without Impeachment of Waste; upon Trust by and out of the Rents and Profits of the said Premises, to answer and pay unto the said *Mary* (now Lady *Stawell*), during her Life, in case she should survive the said

Henry (now Lord *Stawell*), such Sum or Sums of Money yearly, as together with the clear Rents, Issues, and Profits of the Hereditaments and Premises therein before limited, in Jointure to her the said *Mary* (now Lady *Stawell*) after the Deduction of all Taxes, Repairs, Stewards Salaries, and Out Payments whatsoever, should make up the clear annual Sum of Two thousand Pounds, as and for her Jointure, and in Bar of her Dower; and upon Trust to pay the Surplus of the Rents and Profits of the said Premises, to be comprized in the said Term, to such Persons, as by virtue of the Limitations, to be contained in the said Settlement, should be entitled to any Estate of Freehold or Inheritance of and in the said Hereditaments, so to be purchased as aforesaid; with Remainder to the Use of the First and every other Son of the said then intended Marriage, successively in Tail Male; Remainder to the Use of the said *Henry* (now Lord *Stawell*) his Heirs and Assigns for ever; and it was thereby provided, that in the Settlement to be made of the Hereditaments, so to be purchased as aforesaid, there should be inserted a Proviso or Power for enabling the said *Henry* (now Lord *Stawell*), to make Leases thereof in Manner therein mentioned; and that there should be inserted Powers to enable the Grantees or Releasees, or other proper Persons to be therein named, during the Life of the said *Henry* (now Lord *Stawell*), at his Request, and with his Approbation, to make Sale of or to exchange all or any of the Hereditaments therein to be comprized, so as the Money to arise by such Sale, should be laid out in the Purchase of Lands or Tenements, and until such Purchase on Government or real Security at Interest; and that all such Lands and Tenements, and also all Lands and Tenements, which should be received in Exchange, should be settled to the same Uses as should have subsisted under the said Settlement before such Sale or Exchange, or such of them as at the Time of making such Settlement should be existing or capable of taking Effect; and the said *Henry* (now Lord *Stawell*), did thereby covenant to do all such Acts as should be deemed requisite for assigning to and vesting in the said *Arthur* Lord Viscount *Fairford* and *John Harley*, or the Survivor of them, his Executors, Administrators, or Assigns, the Sum of Ten thousand Pounds, (the same being therein mentioned to be the Share of the said *Mary* (now Lady *Stawell*), of and in the Sum of Twenty thousand Pounds, secured in and by a certain Indenture of Settlement of the Seventeenth Day of *March* One thousand seven hundred and fifty-six, to be paid within Three Months after the Decease of the said *Ashton Curzon*, and which said Sum of Ten thousand Pounds would become an Interest vested in the said *Mary* (now Lady *Stawell*), or in the said *Henry* (now Lord *Stawell*), in her Right, upon the Solemnization of the said then intended Marriage) upon the Trusts therein before expressed of and concerning the said Sum of Seven thousand one hundred and ninety-three Pounds, New South Sea Annuities, Seven thousand Pounds Old South Sea Annuities, and such Part of the said Three Pounds *per Centum* Consolidated Bank Annuities as aforesaid, or such of them as according to Events and the Existence of Persons should at the Time of making such Assignment be subsisting or capable of taking Effect; and the said *Ashton Curzon* thereby covenanted to pay during his Life the yearly Sum of Five hundred Pounds, as Interest of the said Sum of Ten thousand Pounds,

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Settlement of
13th and 14th
June 1781.

secured by the said Settlement of the Seventeenth Day of *March* One thousand seven hundred and fifty-six, for the Portion of the said *Mary Curzon*, for the Purposes in the said Indenture of Five Parts, of the Thirtieth Day of *June* One thousand seven hundred and seventy-nine mentioned, and Provision was by the last mentioned Indenture made for appointing new Trustees of the said South Sea Annuities, and Three *per Centum* Annuities, in case of the Death of the said Trustees thereof: And whereas the said Sums of Seven thousand one hundred and ninety-three Pounds, New South Sea Annuities, and Seven thousand Pounds, Old South Sea Annuities, and the Sum of Two thousand six hundred and twenty-five Pounds Nineteen Shillings and Four-pence, Three Pounds *per Centum* Consolidated Bank Annuities, (part of the said Eight thousand five hundred and thirty-seven Pounds Five Shillings and One Penny, like Annuities) were transferred into the Names of the said *Arthur Viscount Fairford* and *John Harley*, or One of them, (the same New and Old South Sea Annuities, being, together with the said Two thousand six hundred and twenty-five Pounds Nineteen Shillings and Four-pence, Three *per Centum* Consolidated Bank Annuities, of the Value of Ten thousand Pounds in Money at the Time of such Transfer of the said Bank Annuities): And whereas by Indentures of Lease and Release, bearing Date respectively the Thirteenth and Fourteenth Days of *June* One thousand seven hundred and eighty-one, the Release being of Five Parts, and made between the said *Arthur Lord Viscount Fairford* and *John Harley*, of the First Part; the said *Henry Lord Stawell* and *Mary Lady Stawell*, his Wife, of the Second Part; *William Lord Bagot* Baron of *Bagots Bromley*, in the County of *Stafford*, of the Third Part; the said *Wills Earl of Hillsborough*, and *Nathaniel Lord Scarsdale* Baron of *Scarsdale* in the County of *Derby*, of the Fourth Part; and the said *William Earl of Dartmouth*, and *Thomas Grosvenor*, of *Walthamstow* in the County of *Essex*, Esquire, of the Fifth Part; all the Hundreds, Manors, and Hereditaments therein described, which were theretofore the Estate and Inheritance of the said *Henry Bilson Legge*, deceased, and all other the Hundreds, Manors, and Hereditaments situate, lying, and being in the Towns, Parishes, Hamlets, Precincts or Territories of *Alton*, *Alton Eastbrooke*, *Alton Westbrook*, *Hollibourne*, *Hollibourne Eastbrook*, *Hollibourne Westbrook*, *Binsted*, *Thidden*, *Islington*, *Southey*, *Kingsey*, *Weeke*, *Westcott*, *Binsted Popham*, *Binsted Kings*, *Rotherfield*, *Frenchmanshey*, *Whatley*, *Froyle*, *Greatham*, *Ludshot*, *Broxhead*, *Worldham*, *West Worldham*, *Chawton*, *Liphook*, *Winhall*, *Holtbam* and *Herds*, *Bentley*, *Selbourne*, *Bramshott*, *Headley*, *Oakhanger*, *Bedhampton*, *Portsea*, *Cotheleston*, *Bishops Lydeard*, *Lydeard Saint Lawrence*, and *Lydeard Puncherton*, or elsewhere in the said Counties of *Southampton* and *Somerset*, or either of them, whereof or wherein the said *Arthur Lord Viscount Fairford* and *John Harley* were, by virtue of the Recoveries therein mentioned to have been suffered by the said *Henry Lord Stawell*, become seised of or intitled to in Trust as therein mentioned, which were theretofore the Estate and Inheritance of the said *Henry Bilson Legge* deceased; and also divers Manors and Hereditaments therein described, which were theretofore the Estate and Inheritance of *Edward* late Lord *Stawell*, and *Honoriam Stewkley*, respectively deceased; and all other the Manors and Hereditaments situate, lying, and being in the Towns, Hamlets, or Parishes of *Mitchelmersh*, *Braishfield*, *Awbridge*

bridge, Rumsey, Ridge, Timsbury, Blackford, Westbagbororgh, Aller, Bab-
 cary, Stoney Stratton, Evercreach, Merridge, Wootton Courtenay, Wootton
 Town, Bowden, Hunscoth, Ranscombe, Timbercombe, Minehead, Lucombe,
 Cuccombe, Dunster, Taunton, Rampisham, Chelborough, Corscombe, Kings-
 combe, Chilfroome, Wraxall, Holway otherwise Holwell, and Catstock, or
 elsewhere in the several Counties of Southampton, Somerset, and Dorset,
 whereof or wherein the said Arthur Lord Viscount Fairford and John
 Harley were, by virtue of the said Recoveries so suffered as aforesaid,
 become seised of or intitled to in Trust as therein mentioned, which
 were theretofore the Estate and Inheritance of the said Edward late
 Lord Stawell, and Honoria Stewkley deceased, or either of them; and
 also all the Manor or reputed Manor of Binsted Popham, with the Ap-
 purtenances, in the said County of Southampton, and other Heredita-
 ments therein mentioned to have been then late the Estate and Inheri-
 tance, and purchased of Sir Thomas Miller Baronet; and all other the
 Manors and Hereditaments then late of him the said Sir Thomas Miller,
 or of any Person or Persons in Trust for him, situate, lying, and
 being in the said Parish of Binsted, in the said County of Southampton,
 and which were granted and conveyed unto and to the Use of the said
 Arthur Lord Viscount Fairford and John Harley, their Heirs and
 Assigns, in Trust as therein mentioned, were bargained, sold, and
 released by the said Arthur Lord Viscount Fairford, John Harley, and
 Henry Lord Stawell, unto the said William Lord Bagot, and his Heirs,
 to the several Uses, upon the Trusts, and for the several Intents
 and Purposes therein-after expressed concerning the same; and by
 the said Indenture of Release (grounded on a Bargain and Sale for
 a Year, bearing Date the Day next before the Day of the Date
 thereof) the said Henry Lord Stawell did grant and release certain
 other Hereditaments in the said County of Southampton unto the said
 Arthur Lord Viscount Fairford and John Harley, their Heirs and
 Assigns; to the several Uses, upon the Trusts, and for the Intents and
 Purposes therein-after expressed concerning the same; and by the said
 Indenture of Release all the said Hereditaments thereby released as
 well those to the said Lord Bagot, as those to the said Arthur Viscount
 Fairford, and John Harley, were declared to be to the Use of the said
 Henry Lord Stawell, and his Assigns, during his natural Life, without
 Impeachment of Waste; Remainder to the Use of the said Arthur
 Lord Viscount Fairford and John Harley, and their Heirs, during his
 Life upon Trust, to preserve the Contingent Estates therein-after
 limited; Remainder, as to the Hereditaments thereby released, to the
 said Arthur Lord Viscount Fairford and John Harley as aforesaid, to
 the Use of the said Mary Lady Stawell, during her natural Life,
 without Impeachment of Waste; and from and immediately after the
 Decease of the said Henry Lord Stawell, as to all the Hereditaments and
 Premises so released to the said William Lord Bagot as aforesaid, except
 the said Hereditaments therein-before mentioned to have been purchased
 of the said Sir Thomas Miller, to the Use of the said Wills Earl of
 Hillsborough, and Nathaniel Lord Scarsdale, their Executors, Administra-
 tors, and Assigns, for the Term of Five hundred Years, without Impeach-
 ment of Waste, upon such Trusts as were therein-after declared con-
 cerning the same; and as to the Premises limited for the said Term of
 Five hundred Years, (from and immediately after the Determination
 of

of the same Term, but subject in the mean Time thereto and to the Trusts thereof; and as to the said Manor and Premises purchased of the said Sir *Thomas Miller*, (from and immediately after the Decease of the said *Henry Lord Stawell*); and as to the said Hereditaments therein before released to the said *Arthur Lord Viscount Fairford* and *John Harley* as aforesaid, (from and immediately after the Decease of the Survivor of them the said *Henry Lord Stawell* and *Mary Lady Stawell*, his Wife) to the Use of the First and every other Son of the said *Henry Lord Stawell*, on the Body of the said *Mary Lady Stawell*, his Wife, begotten or to be begotten severally and successively according to their Priority of Birth in Tail Male; Remainder, for Default of such Issue, as to the said Hereditaments and Premises released to the said *William Lord Bagot* as aforesaid, (except the said Hereditaments purchased of the said Sir *Thomas Miller*), to the Use of the said *William Earl of Dartmouth* and *Thomas Grosvenor*, their Executors, Administrators, and Assigns, for the Term of Six hundred Years, without Impachment of Waste, upon such Trusts as therein-after declared of and concerning the same; and as to the said Hundreds, Manors, and Hereditaments, therein-before mentioned to have been theretofore the Estate and Inheritance of the said *Henry Bilson Legge* deceased, from and immediately after such Failure of Issue Male as aforesaid, and the Determination of the said Term of Six hundred Years, but subject in the mean Time thereto, and to the Trusts thereof; and also as to the said Hereditaments and Premises therein-before released to the said *Arthur Lord Viscount Fairford* and *John Harley* as aforesaid, from and immediately after such Failure of Issue Male as aforesaid, and the Determination of the several Uses and Estates therein-before limited thereof, to the Use of the said *Henry Lord Stawell*, his Heirs and Assigns for ever; and as to the said Manors and Premises therein-before mentioned to have been theretofore the Estate and Inheritance of the said *Edward Lord Stawell* and *Honoria Stewkley* respectively, from and immediately after such Failure of such Issue Male as aforesaid, and the Determination of the said Term of Six hundred Years, and the Determination of the several other Uses and Estates therein-before limited of and concerning the same, but subject in the mean Time thereto, and to the Trusts thereof; and also as to the said Hereditaments therein-before mentioned to have been purchased of the said Sir *Thomas Miller*, from and immediately after such Failure of Issue Male as aforesaid, to the Use of the said *Henry Lord Stawell*, and the Heirs of his Body, and for Default of such Issue, to the Use of him the said *Henry Lord Stawell*, his Heirs and Assigns for ever; and as to the said Term of Five hundred Years therein-before limited to the said *Wills Earl of Hillsborough* and *Nathaniel Lord Scarsdale*, their Executors, Administrators, and Assigns, as aforesaid, it was thereby declared, that the same was so limited to them upon Trust, that in case there should be an eldest or only Son, and also One or more other Child or Children of the said *Henry Lord Stawell*, on the Body of the said *Mary Lady Stawell*, his Wife, begotten or to be begotten; then that they the said *Wills Earl of Hillsborough* and *Nathaniel Lord Scarsdale*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should after the Decease of the said *Henry Lord Stawell*, (and not before, or sooner, unless with his Consent, testified by Writing,

under

under his Hand and Seal), by all or any of the Means therein mentioned, or any other whatsoever, raise for or towards the Portion or Portions of such Child or Children, (other than and except an eldest or only Son) the principal Sum of Twenty thousand Pounds, to be paid at such Age or respective Ages, Days or Times, and in such Shares and Proportions, and subject to such Provisoes, Conditions, and Limitations over, (such Limitations over, to be for the Benefit of some or One of such Children) as they the said *Henry Lord Stawell* and *Mary Lady Stawell*, his Wife, or the Survivor of them, should in Manner therein mentioned appoint; and in Default of such Appointment upon Trust, to pay and divide the same to and amongst all such Children, (except an eldest or only Son as aforesaid), if more than One, Share and Share alike; but if there should be only One such Child, (except as aforesaid) then to such only Child, and which said Portions (in Default of such Appointment as aforesaid) were made payable, and directed to vest at the Ages or Times therein mentioned, and made subject to such Survivorship or Accruer, as therein mentioned; and upon further Trust, that the Trustees for the Time being of the said Term of Five hundred Years, should after the Decease of the said *Henry Lord Stawell*, until the Portion or Portions of such Child or Children as aforesaid, should become payable by all or any of the therein aforesaid Means, raise and pay such yearly or other Sum or Sums of Money, as the same Trustees or Trustee for the Time being should think proper, for or towards the Maintenance and Education of such Child or Children respectively, not exceeding the Interest of the Portion or Portions respectively, after the Rate of Four Pounds for One hundred Pounds by the Year, with a Proviso, that it should be lawful for the Trustees for the Time being of the said Term of Five hundred Years, after the Decease of the said *Henry Lord Stawell*, (or in his Life-time, if he should in Manner therein mentioned direct), to pay and apply any Part or Parts of the Portion or Portions of any such younger Son or Sons, not exceeding One Third Part of each such Son's Portion, for the putting of him or them, Apprentice or Apprentices, Clerk or Clerks, or otherwise, for his or their Preferment or Advancement, notwithstanding he or they should not have attained his or their Age or respective Ages of Twenty-one Years; and a Proviso for ceasing the said Term, when all the Trusts declared of and concerning the said Term of Five hundred Years, should be discharged, and the last mentioned Trustees should be fully reimbursed and satisfied all Costs, Charges, and Expences, to be occasioned by or relating to the Trusts of the said Term of Five hundred Years; and as to, for, and concerning the said Term of Six hundred Years therein-before limited to the said *William Earl of Dartmouth* and *Thomas Grosvenor*, their Executors, Administrators, and Assigns as aforesaid, it was thereby declared that the same was so limited to them in Trust, that in case there should not be any Son of the said *Henry Lord Stawell*, on the Body of the said *Mary Lady Stawell*, his Wife, begotten, or there being any such Son or Sons, if all of them should die before any of them should attain his or their Age or respective Ages of Twenty-one Years, and without leaving any Issue Male, and there should in either of the said Cases be One or more Daughter or Daughters of the said *Henry Lord Stawell*, on the Body of the said *Mary Lady Stawell*, his

[*Loc. & Per.*] 29 Z Wife,

Wife, begotten, living at the Decease of the said *Henry Lord Stawell*, or born in due Time after, then that the Trustees for the Time being, of the said Term of Six hundred Years, should, after the Decease of the said *Henry Lord Stawell*, (and not in his Life-time, unless with his Consent, testified as therein mentioned) by the Means therein mentioned, or any other Means, as the Trustees or Trustee of the said Term of Six hundred Years for the Time being should think proper, raise such Sum or Sums of Money as therein after mentioned, for the Portion or Portions of such One or more Daughter or Daughters, (that is to say) if there should be only One Daughter, the Sum of Twenty thousand Pounds for the Portion of such One Daughter and only Child, to be paid and to vest at the Age or Time therein mentioned; but if there should be Two or more such Daughters, then the Sum of Thirty thousand Pounds, for the Portions of such Two or more Daughters, to be paid and divided to and amongst such Daughters in such Shares and Proportions, and at such Age, or respective Ages, Days, or Times, after the Decease of the said *Henry Lord Stawell*, and subject to such Provisoes, Conditions, and Limitations over (such Limitations over to be for the Benefit of some or One of the said Daughters), as they the said *Henry Lord Stawell* and *Mary Lady Stawell*, his Wife, or the Survivor of them, should in Manner therein mentioned appoint; and for Want of such Appointment, upon Trust, to pay and divide the same in equal Shares to and amongst all such Daughters, if more than One, which last mentioned Portions were (in Default of such Appointment as aforesaid), made payable, and directed to vest at the Ages or Times therein mentioned, and were made subject to such Survivorship or Accruer as therein mentioned; and upon further Trust, that the Trustees for the Time being of the said Term of Six hundred Years, should after the Decease of the said *Henry Lord Stawell*, until the Portion or Portions of such Daughter or Daughters as aforesaid should become payable, raise and pay by all or any of the therein aforesaid Means, such yearly or other Sum or Sums of Money, as the same Trustees and Trustee for the Time being should think proper, for or towards the Maintenance and Education of such Child or Children respectively, not exceeding the Interest of the Portion or Portions of such Daughter or Daughters respectively, after the Rate of Four Pounds for One hundred Pounds by the Year, with a Proviso for ceasing the said Term of Six hundred Years, when all the Trusts declared concerning the said Term of Six hundred Years should be performed and satisfied or discharged, and the Trustees of the said Term of Six hundred Years should be reimbursed and satisfied all Costs, Charges, and Expences to be occasioned by or relating to the Trusts of the said Term of Six hundred Years; and a Proviso, that if the said *Henry Lord Stawell* should advance any such younger Son or Sons, Daughter or Daughters as aforesaid, with any Portion or Portions in his Life-time, or if such Daughter or Daughters should have or receive any Sum or Sums of Money under or by virtue of the said Term of Five hundred Years, then if such Portion or Portions, Sum or Sums of Money, to be advanced to or received by any such younger Son or Sons Daughter or Daughters respectively, should be equal with the Portion or Portions thereby intended for them respectively, the same should be accounted in full Satisfaction of the Portion or Portions so intended for them

them respectively; but if such Portion or Portions, Sum or Sums so to be advanced or received should be less than the Portion or Portions thereby intended for such younger Son or Sons, Daughter or Daughters respectively, then the same should be accounted in Part of the Portion or Portions so intended for them respectively; and that then so much more Money only should be raised and paid to him, her, or them, as would make such Portion or Portions, or Sum or Sums, so to be advanced or received equal to the Portion or Portions thereby intended for such younger Son or Sons, Daughter or Daughters respectively, unless the said *Henry Lord Stawell* should declare the contrary, in Manner therein mentioned; and a Proviso that in case there should be Issue Male of the said *Henry Lord Stawell*, it should be lawful for him the said *Lord Stawell* to charge all or any of the said Premises comprised in the said Term of Five hundred Years, with the Payment of such Money as he should think proper, not exceeding in the whole Eight thousand Pounds, as and for additional Portion or Portions of any younger Son or Sons, Daughter or Daughters, of him the said *Henry Lord Stawell*, by the said *Mary Lady Stawell*, his Wife, to be paid at such Age or respective Ages, Days or Times, and in such Manner and with such Interest in the mean Time as he the said *Henry Lord Stawell* should by any Writing appoint, and also to subject the said Premises comprised in the aforesaid Term of Five hundred Years to the raising thereof in such Manner as the same Sum of Twenty thousand Pounds was therein before directed to be raised; and likewise that it should be lawful for the said *Henry Lord Stawell* (in case he should survive the said *Mary Lady Stawell* his Wife), to charge all or any of the same Premises, comprised in the said Term of Five hundred Years, with the Payment of such Money as he should think proper, not exceeding in the whole Ten thousand Pounds, as for or in Part of the Portion or Portions of all, every, or any Son or Sons, Daughter or Daughters of him the said *Henry Lord Stawell*, by any Woman or Women whom he might happen to marry after the Decease of the said *Mary Lady Stawell* his Wife, to be paid at such respective Ages, Days or Times, and in such Manner, Shares and Proportions, and with such Interest in the mean Time as he should appoint, and also to limit any Term or Terms for Years to a Trustee or Trustees, for the more effectually securing the Payment of such last mentioned Portion or Portions, and the Interest thereof as aforesaid, (but without Prejudice to the Trusts therein-before declared respecting the said Terms of Five hundred Years and Six hundred Years); and it was thereby declared that certain Leasehold Manors, Farms, Lands, Tenements, Tythes, Rents, Hereditaments, and Premises, therein mentioned, to be in and by certain Indentures of Lease and Release, and Assignment, (the latter being of equal Date with the said Indenture of the Fourteenth Day of *June* One thousand seven hundred and eighty-one), released and conveyed, assigned and transferred unto and vested in the said *Arthur Lord Viscount Fairford* and *John Harley*, their Heirs, Executors, Administrators, and Assigns, and herein-after mentioned, were so released and conveyed, assigned and transferred to them, upon Trust, in the First Place by and out of the Rents, Issues, and Profits of the said respective Premises, to pay the Rents, and perform the Covenants in and by the therein mentioned
Leases

Leases and Letters Patent reserved and contained, and which on the Lessee's Part were or ought to be paid and performed; and also by the Means aforesaid or any other Means, to raise by and out of the said respective Premises such Money as would be sufficient to pay the Fines, Fees, and other Charges and Expences attending the Renewal of the said Demises or Grants respectively, when and as often as the same should respectively require Renewal, and that subject to the aforesaid Trusts, they the said *Arthur Lord Viscount Fairford* and *John Harley*, and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor should stand and be seised and possessed of the said several Leasehold Estates and Premises, in Trust, for the said *Henry Lord Stawell*, during so long of the several Terms, Estates, and Interests therein respectively, as he the said *Henry Lord Stawell* should live, and from and after his Decease, then upon Trust, by the Means therein mentioned, to raise Money for and towards the Payment of the Portions and Maintenance as should be to be raised under the Trusts of the aforesaid Term of Five hundred Years, and which might be by the said *Henry Lord Stawell*, in pursuance of the Power thereinbefore given unto him for that Purpose, directed to be raised by and out of and charged upon the said Term and the Premises therein comprised, and apply all such Money as might be so raised as aforesaid accordingly to the Intent that the said Leasehold Premises might be subject with the Freehold Hereditaments comprised in the said Term of Five hundred Years to the raising of all such Portions, Sums of Money, and Maintenance, for the more effectually raising and paying the same, and from and after the Performance of the aforesaid Trusts, but subject in the mean Time thereto; then as to the Prebend or Parsonage of *Wivelscombe* in the said County of *Somerset*, and the Hereditaments and Premises therein mentioned to be held of the Prebendary or Parsonage of *Wivelscombe*, under a Lease for Lives, in Trust, for the First and every other Son of the said *Henry Lord Stawell*, on the Body of the said *Mary Lady Stawell* his Wife, begotten or to be begotten severally and successively, according to their Priority of Birth, and the respective Heirs Male of their Bodies; and as to the yearly Rent of Thirty-one Pounds Two Shillings and Eleven-pence, and the Office of Lieutenant or Keeper of the Forest or Chase of *Alice Holt* and *Woolmer*, with all Powers, Jurisdictions, Rights, Liberties, Fees, Perquisites, Profits, Advantages, and Appurtenances thereunto belonging, held under certain Letters Patent granted by His present Majesty, for the Terms of Years therein mentioned, together with the yearly Sum of One hundred and thirty Pounds therein mentioned to have been ordered to be paid to the Ranger or Keeper of the said Forest, for the Purposes therein mentioned, and the Scite of the Manor of *Henton* called *Priors Henton* or *Henton Ampner*, and the Farms, Lands, Woods, and Coppice Ground, and all other the Premises therein mentioned to be held of the Dean and Chapter of *Winchester*, with their respective Appurtenances (from and after the Performance of the Trusts of the aforesaid Term of Five hundred Years, but subject in the mean Time thereto), in Trust for the only or eldest Son, for the Time being of the said *Henry Lord Stawell*, on the Body of the said *Mary Lady Stawell* his Wife, begotten or to be begotten, until such only or eldest Son or some One such Son should first attain the Age of Twenty-one Years, or should

should die, leaving Issue living at the Time of his Death, or born in due Time after (which should first happen), and then in Trust for such Son so attaining the Age of Twenty-one Years, or dying and leaving Issue as aforesaid (which should first happen), his Executors or Administrators; but in case there should be no Son of the said *Henry Lord Starwell* by the said *Mary Lady Starwell* his Wife, or there being such, he or they should die before any of them should attain the Age of Twenty-one Years, and without leaving Issue living at his or their Death, or born in due Time after, then as to, for, and concerning all and singular the same several Rents, Office, Manor, Hereditaments, and Premises, and also as to, for, and concerning the said Prebend or Parsonage of *Wivelscombe*, and the several Hereditaments and Premises held of the Prebendary or Parson of *Wivelscombe* aforesaid, from and immediately after Failure of Issue Male as aforesaid, in Trust, by the Means therein mentioned, to raise Money for and towards the Payment and Satisfaction of the Portion or Portions, Sum or Sums of Money and Maintenance, as should be to be raised by virtue of or under the Trusts of the aforesaid Term of Six hundred Years, and which might be by the said *Henry Lord Starwell*, in pursuance of the Power thereinbefore given for that Purpose, directed to be raised by and out of the Hereditaments and Premises therein comprized, and apply all such Money as might be so raised as aforesaid accordingly, to the Intent that the said Leasehold Premises might be subject, with the said Freehold Hereditaments comprized in the said Term of Six hundred Years, to the raising of all such Portions, Sums of Money, and Maintenance, for the more effectually raising and paying the same, and from and immediately after the Performance of the aforesaid Trusts, but subject in the mean Time thereto, then as to the said Prebend or Parsonage of *Wivelscombe*, and all the Hereditaments and Premises demised by and held of the Prebendary or Parson of *Wivelscombe* aforesaid; and also the said yearly Rent of Thirty-one Pounds Two Shillings and Elevenpence, and the said Office of Lieutenant or Keeper of the said Forest or Chase, with all the Powers, Jurisdictions, Rights, Liberties, Fees, Perquisites, Profits, Advantages, and Appurtenances thereunto belonging, together with the said yearly Sum of One hundred and thirty Pounds, in Trust, for the said *Henry Lord Starwell*, his Heirs, Executors, or Administrators, according to the different Tenures of the several Leasehold Premises; and as to, for, and concerning the said Scite of the said Manor of *Henton*, called *Priors Henton* or *Henton Ampner*, and all other the Hereditaments and Premises held of the said Dean and Chapter, with their respective Appurtenances in Trust, for such Person and Persons as should be the Heir or Heirs of the Body of the said *Henry Lord Starwell* his, her, or their Executors and Administrators, and for Default of such Issue then in Trust for the said *Henry Lord Starwell*; and it was thereby provided that it should be lawful for the said *Arthur Lord Viscount Fairford* and *John Harley*, and the Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, to make Surrenders of the said Leasehold Premises, and the then present Leases or Grants, or of any future Leases or Grants, for the Purpose of obtaining Renewals thereof respectively, and also to accept new Leases or Grants of the respective Premises, or any Part or Parts thereof in such Manner as had been usual, so as that the Names of all Persons inserted as *cestui que vies* in any Leases to be

[*Loc. & Per.*] 30 A granted

granted by the Prebendary or Parson of *Wivelscombe*; and as that every new Grant from the Crown should be with the Consent, or at the Nomination of the said *Henry Lord Stawell* during his Life, signified as therein mentioned; and it was by the said Indenture of Five Parts of the Fourteenth Day of *June* One thousand seven hundred and eighty-one declared that the said *Arthur Lord Viscount Fairford*, and *John Harley*, and the Survivor of them, and the Heirs of such Survivor, should stand seised of the several Customary or Copyhold Hereditaments and Shares of Hereditaments whereto they were therein stated to have been admitted upon certain Surrenders passed by the said *Henry Lord Stawell*, to the Use of them and the Survivor of them, and his Heirs in Trust, for the said *Henry Lord Stawell* during his Life; and from and after his Decease, in Trust for the said *Mary Lady Stawell* during her Life; and from and after the Decease of the Survivor of them the said *Henry Lord Stawell* and *Mary Lady Stawell*, then in Trust for the First and every other Son of the said *Henry Lord Stawell*, on the Body of the said *Mary Lady Stawell* his Wife, begotten or to be begotten, severally and successively according to their Priority of Birth, and the respective Heirs Male of their Bodies, and for Default of such Issue, in Trust for the said *Henry Lord Stawell*, his Heirs and Assigns for ever; and a Power was contained in the same Indenture of Settlement, for the said *Henry Lord Stawell*, and also for the said *Mary Lady Stawell*, when she should come into Possession of the Hereditaments thereby limited, to or in Trust for her for her Life as aforesaid, to make such Leases as are therein mentioned, of all or any Part of the said several Hereditaments and Premises so limited, to or in Trust for them respectively, during their respective Lives as aforesaid, and so far as the said several Leasehold and Copyhold Premises had been or were capable of being so leased, (except the Manors and Advowsons therein mentioned); and Power was thereby given to the said *Arthur Lord Viscount Fairford* and *John Harley*, and the Survivor of them, and the Heirs of such Survivor, during the Lives of the said *Henry Lord Stawell* and *Mary Lady Stawell* his Wife, or the Life of the Survivor of them, or within Twenty-one Years next after the Death of the longer Liver of them, (by the Direction of the said *Henry Lord Stawell* during his Life, and of the said *Mary Lady Stawell* during her Life), as to the Hereditaments and Premises limited to or in Trust for her as aforesaid, if they or either of them should be living, signified as therein mentioned, to make Sale and dispose of, or to convey in Exchange in lieu of other Hereditaments in *England*, all or any Part of the Hereditaments and Premises, as well Freehold as Leasehold and Copyhold, thereby released and conveyed, and mentioned to be assigned or surrendered, or any Part thereof, (subject to such Leases as should have been made in pursuance of the Power therein-before contained) with Provision for investing the Money arising by such Sale or Sales, in the Purchase of other Freehold or Copyhold Hereditaments, in Fee Simple in *England*, and for settling as well the Hereditaments so to be purchased as the Hereditaments which should be vested in the said *Arthur Lord Viscount Fairford* and *John Harley*, or in the Survivor of them, or in his Heirs in Exchange to such Uses, upon such Trusts, and for such Intents and Purposes, and under and subject to such Powers, Provisoos, Conditions, and Agreements, as were in and by the said Indenture of Five Parts, of the Fourteenth Day of *June* One thousand seven hundred

hundred and eighty-one, expressed of and concerning the Premises, thereby made saleable or exchangeable as aforesaid, with Power of placing out such Money (until so invested in Purchases as aforesaid), at Interest, and of varying the Securities in Manner therein mentioned: And whereas in the Year One thousand seven hundred and ninety, the said *Arthur* Lord Viscount *Fairford* (who had survived the said *John Harley* his Co-Trustee), did (by the Direction of the said *Henry* Lord *Stawell*), sell (in Consideration of the Sum of Twenty-four thousand Pounds), unto *William Hawker* Esquire, and his Heirs, the Manor of *Cothelston* otherwise *Cotbeleston*, in the said County of *Somerset*, and all the Hereditaments situate in the Towns, Parishes, Hamlets, or Precincts of *Cothelston*, *Bishops Lydeard*, *Lydeard Saint Lawrence*, and *Lydeard Puncherton*, in the said County of *Somerset*, theretofore the Estate and Inheritance of the said *Henry Bilson Legge* deceased, and the Manors of *Westbagborough* and *Merridge*, in the said County of *Somerset*, and the Messuage, Shop, and Garden Plot in *Taunton*, in the said County, which said Manors and Premises last mentioned were theretofore the Estate and Inheritance of the said *Edward* Lord *Stawell*, and all other the Hereditaments in the said County of *Somerset*, whereof the said *Arthur* Viscount *Fairford* and *Henry* Lord *Stawell*, or either of them, were or was seised for any Estate of Inheritance in Fee Simple in Possession, Reversion, Remainder, or Expectancy, which were theretofore the Estate and Inheritance of the said *Edward* Lord *Stawell* deceased, all which Premises so sold to the said *William Hawker*, were Parcel of those comprised in the said Indentures of Lease and Release of the Thirteenth and Fourteenth Days of *June* One thousand seven hundred and eighty-one, and did (by the like Direction) sell unto *John Fownes Luttrell* Esquire, and his Heirs (in Consideration of the Sum of Seven thousand three hundred Pounds) the said Manor of *Dunster*, in the said County of *Somerset*, and all other the Hereditaments in the Parishes of *Minehead*, *Carhampton*, and *Dunster*, then late of the said *Mary* Countess of *Hillsborough*, which came to her as Devisee and Heir at Law of the said *Sarah Townshend*, and the said Close of Landshare in the said Parish of *Dunster*, which the said Countess of *Hillsborough* purchased as aforesaid, all which said Premises so sold unto the said *John Fownes Luttrell*, were Parcel of those which were appointed by the said Indenture of Four Parts of the Thirtieth Day of *June* One thousand seven hundred and seventy-nine as aforesaid: And whereas the said Seven thousand one hundred and ninety-three Pounds New South Sea Annuities, Seven thousand Pounds Old South Sea Annuities, and Two thousand six hundred and twenty-five Pounds Nineteen Shillings and Four-pence Bank Three *per Centum* Annuities, were also sold, and as well the Money thence arising (amounting to the Sum of Thirteen thousand and sixty-one Pounds Eighteen Shillings and Eleven-pence), as the said Sums of Seven thousand three hundred Pounds, and Twenty-four thousand Pounds, making together with the said Sum of Thirteen thousand and sixty-one Pounds Eighteen Shillings and Eleven-pence, the Sum of Forty-four thousand three hundred and sixty-one Pounds Eighteen Shillings and Eleven-pence were paid to the said *Henry* Lord *Stawell*: And whereas the said *Henry* Lord *Stawell* contracted with *Charles Shaw Lefevre* Esquire, for the Sale to him of the Fee Simple of the said Hereditaments in *Hartley Westpal* and *Shirfield* aforesaid, for the Sum of Five thousand six hundred

dred and fifty-seven Pounds, which said Sum was accordingly paid to the said *Henry Lord Starwell*, who thereupon conveyed all his Estate and Interest in the same Hereditaments unto the said *Charles Shaw Lefevre*, and his Heirs; and by an Act of Parliament, passed in the Forty-second Year of the Reign of His present Majesty, intituled, *An Act for vesting the Entirety of certain Hereditaments in the County of Middlesex, and an undivided Moiety of certain other Hereditaments in the same County respectively, devised in strict Settlement, by the Will of John Lefevre Esquire deceased, in Charles Shaw Lefevre Esquire, and his Heirs; and for settling the Entirety of certain Messuages, Lands, Tenements, and Hereditaments, in the County of Southampton, in lieu thereof, and to the like Uses; the said Messuages, Lands, Tenements and Hereditaments, in Hartley Westpal and Shirfield aforesaid, described in the Second Schedule to the said Act, were settled in the Manner therein mentioned: And whereas by Indentures of Lease and Release, bearing Date respectively on or about the Eighteenth and Nineteenth Days of July One thousand seven hundred and ninety-four, the Release being of Five Parts, and made between *William Mitford* and *Samuel Tiggall Reade* Esquires, of the First Part; *Sir Simeon Stuart* Baronet, (only Son and Heir of *Sir Simeon Stuart* deceased), of the Second Part; *Ann Dowden* Widow, therein described, of the Third Part; the said *Henry Lord Starwell*, of the Fourth Part; and *Thomas Clement* Gentleman, of the Fifth Part; certain Manors and Hereditaments, in the said County of *Southampton* therein described, (which were Part of the Freehold Estates of the late *Sir Simeon Stuart* Baronet deceased, sold in pursuance of a Decree of the High Court of Chancery), were in Obedience to the said Decree, and certain subsequent Orders of the said Court, for the Considerations in the said Indenture of Release stated, amounting in the Whole, to the Sum of Fifty thousand one hundred and twenty-one Pounds, conveyed to and to the Use of the said *Henry Lord Starwell*, his Heirs and Assigns for ever; subject to the Payment of the annual Sum or yearly Rent Charge of One hundred Pounds, to *Dame Anna Stuart*, Widow and Relict of the said *Sir Simeon Stuart* the Father, during her Life; and of the annual Sum or Rent Charge of Twenty-five Pounds, to *Mary Imber*, therein named during her Life, out of such Parts of the said Premises, as were respectively charged therewith; and also to the Payment out of the Hereditaments in *East* and *West Worldham*, (Part of the Premises thereby released) of the yearly Rent of Thirty-one Pounds Two Shillings and Eleven-pence to His Majesty and His Successors, or his or their Lessee or Lessees: And whereas the Honourable *Mary Legge* (who has attained the Age of Twenty-one Years) is the only Issue of the said Marriage: And whereas the said *Arthur Viscount Fairford*, (who upon the Decease of his Father, became Marquis of *Downshire*) departed this Life in the Year One thousand eight hundred and one, leaving the Most Honourable *Arthur Blundell Sandys Trumbull* now Marquis of *Downshire*, then and still an Infant under the Age of Twenty-one Years, his eldest Son and Heir at Law, having made a Will, (but which was not attested so as to pass Real Estates), and appointed his Wife, the Most Honourable *Mary Marchioness of Downshire*, Executrix thereof, who duly proved the same in the Prerogative Court of the Lord Archbishop of *Canterbury*, and who has been appointed by the said Court of Chancery, Guardian of the Person and Estates of the said *Arthur Blundell Sandys Trumbull* now Marquis of *Downshire*: And whereas*

Conveyance
of 18th and
19th July
1794, from the
Trustees of
the Estates of
Sir Simeon Stuart
Baronet, and
others, to
Lord Starwell,
in fee.

whereas in Regard great Inconvenience may result from the Incapacity of the said *Arthur Blundell Sandys Trumbull* now Marquis of *Downshire*, during his Minority, to act in the Execution of the Trusts and Powers herein-before mentioned, (which have devolved upon him as Heir of his said Father) the said *Henry Lord Stawell*, *Mary Lady Stawell*, and *Mary Legge*, are desirous that new Trustees should be appointed in the Place of the said *Arthur* late Marquis of *Downshire* and *John Harley* deceased, for all such of the Purposes for which they were appointed Trustees as aforesaid, as are still subsisting or capable of being performed; and they are also desirous of having Power of appointing new Trustees of the said Terms of Five hundred Years, and Six hundred Years, when it may become necessary; and that the said Estates so conveyed to the said *Henry Lord Stawell* as aforesaid, (which they conceive were proper Estates to be purchased, with such Trust Money as aforesaid), should be settled under the Direction of the said Court of Chancery, subject to a Power to the said *Henry Lord Stawell* of charging the same with so much Money as will be sufficient to reimburse him the Amount of what he paid for completing the Purchase of the said Estates, over and above the Amount of the Trust Money and Purchase Money respectively, so received by him as aforesaid, and his Colts; and that the said Sale to the said *Charles Shaw Lefevre* should be established; but inasmuch as the Purposes aforesaid cannot be accomplished without the Aid and Authority of Parliament; Therefore Your Majesty's most dutiful and loyal Subjects, the said *Henry Lord Stawell*, *Mary Lady Stawell*, and *Mary Legge*, do most humbly beseech 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 the Right Honourable *George* Earl of *Dartmouth*, the Right Honourable *William Charles* Earl of *Albemarle*, and *Thomas Clement*, of *Alton* in the County of *Southampton*, Esquire, shall be, and they are hereby appointed to be Trustees in the Place and Stead of the said *Arthur* late Marquis of *Downshire* and *John Harley* deceased, for all such and so many of the Purposes mentioned in the said Indenture of Four Parts of the Thirtieth Day of *June* One thousand seven hundred and seventy-nine, Indenture of Release and Settlement of Five Parts, of the Thirtieth Day of *June* One thousand seven hundred and seventy-nine, and Indenture of Five Parts of the Fourteenth Day of *June* One thousand seven hundred and eighty-one, for which the said *Arthur* late Marquis of *Downshire* and *John Harley*, were thereby respectively appointed Trustees, as are now subsisting or capable of taking Effect; and that all such Estates or Interests as are now vested in the said *Arthur Blundell Sandys Trumbull* now Marquis of *Downshire* as Heir of the said *Arthur* late Marquis of *Downshire*, of and in the Hereditaments by the said Indenture of Release and Settlement of Five Parts of the Fourteenth Day of *June* One thousand seven hundred and eighty-one, bargained, sold, and released, or expressed or intended so to be, and yet remaining unfold, with their and every of their Rights, Members, and Appurtenances, shall, from and after the passing of this Act, be divested out of the Heirs of the said *Arthur* late Marquis of *Downshire*, and transferred to and vested in the said *George* Earl of *Dartmouth*, *William Charles* Earl of *Albemarle*, and *Thomas Clement*, and their Heirs, upon such and the same Trusts as he the said *Arthur Blundell Sandys Trum-*

[Loc. & Per.]

30 B

Inconvenience resulting from the Incapacity of the present Marquis to act in the Trusts which have devolved upon him as Heir.

The Earl of *Dartmouth*, Earl of *Albemarle*, and *Thomas Clement* Esq. shall be appointed Trustees, instead of the late Marquis of *Downshire* and *John Harley*, for such of the Purposes for which they were appointed Trustees as are now subsisting.

All Estates or Interests vested in the present Marquis of *Downshire*, as Heir of the late Marquis in the Estates comprised in the Settlement of 1781, remaining unfold, shall be divested out of the Heirs of the said late Marquis, and vested in the said Earls

bul;

of *Dartmouth*
and *Albemarle*,
and *Thomas*
Clement, upon
the same
Trusts as the
present Mar-
quis holds the
same, &c.

bull now Marquis of *Downshire*, holds the same; and also that all such Estates or Interests as are now vested in the Heirs, Executors, or Administrators, of the said *Arthur* late Marquis of *Downshire*; of and in all and every or any of the Copyhold and Leasehold Messuages, Lands, Tenements, Hereditaments, and Premises, mentioned or referred to in the last mentioned Indenture of Release and Settlement; or all or any of the Indentures, Surrenders, or other Instruments in the same Release and Settlement recited, with their and every of their Rights, Members, and Appurtenances, shall from and after the passing of this Act, be divested out of the Heirs, Executors, and Administrators of the said *Arthur* late Marquis of *Downshire*, and transferred to and vested in the said *George* Earl of *Dartmouth*, *William Charles* Earl of *Albemarle*, and *Thomas Clement*, their Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality thereof, respectively upon such and the same Trusts as the Heirs, Executors, or Administrators, of the said *Arthur* late Marquis of *Downshire* now hold the same; and that all such Powers and Authorities of selling, exchanging, renewing Leases, and all other Powers and Authorities whatsoever which the said *Arthur* late Marquis of *Downshire* and *John Harley* might, if both living, be capable of exercising, touching and concerning all and every or any of the Freehold, Copyhold, and Leasehold Hereditaments and Premises herein-before mentioned or referred to, or any of them, under and by virtue of the said Indenture of Release and Settlement of Five Parts, of the Fourteenth Day of *June* One thousand seven hundred and eighty-one, shall be divested out of the Heirs, Executors, and Administrators, of the said *Arthur* late Marquis of *Downshire*, and transferred to and vested in the said *George* Earl of *Dartmouth*, *William Charles* Earl of *Albemarle*, and *Thomas Clement*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor.

The same
Right or In-
terest in the
10,000*l.* as by
the Settlement
of Five Parts
of 1779, is
vested in the
Executors or
Administra-
tors of the
late Marquis
shall be divest-
ed out of
them, and
vested in the
new Trustees.

II. And be it further enacted, That all such Right or Interest in the said Portion or Sum of Ten thousand Pounds, as under and by virtue of the said Indenture of Five Parts, of the Thirtieth Day of *June* One thousand seven hundred and seventy-nine, is vested in the Executors or Administrators of the said *Arthur* late Marquis of *Downshire*, shall from and after the passing of this Act, be divested out of the Executors or Administrators of the said *Arthur* late Marquis of *Downshire*, and transferred to and vested in the said *George* Earl of *Dartmouth*, *William Charles* Earl of *Albemarle*, and *Thomas Clement*, their Executors and Administrators, upon such Trusts as, under and by virtue of the last mentioned Indenture, are subsisting or capable of taking Effect of and concerning the same.

Power to ap-
point new
Trustees in-
stead of those
now appoint-
ed.

III. Provided, and be it further enacted, That if the said *George* Earl of *Dartmouth*, *William Charles* Earl of *Albemarle*, and *Thomas Clement*, or any of them, or any Trustee or Trustees, who may be appointed in the Place of them, or any of them, as herein-after is mentioned, shall happen to die or be desirous to be discharged, or decline to act, or become incapable of acting, in the Trusts hereby in them reposed, then and in such Case, and when and so often as it shall so happen, it shall be lawful for the surviving or other Trustees or Trustee, his Heirs, Executors, or Administrators, (with the Consent and Approbation of the Person or Persons for the Time being entitled to the Rents and

and Profits of the said Estates, or any of them, such Person or Persons having attained the Age of Twenty-one Years; or otherwise, with the Consent and Approbation of his, her, or their Guardians, testified in Writing) to nominate and appoint some other Person or Persons to be a Trustee or Trustees in the Place and Stead of him or them so dying, desiring to be discharged, declining to act, or becoming incapable of acting as aforesaid; and when and so often as any new Trustee or Trustees shall be so nominated and appointed as aforesaid, (in case such Nomination and Appointment shall be approved of by the Court of Chancery, an Order in which Behalf the said Court is hereby authorized to make, upon Petition, in a summary Way), all and every the Powers and Authorities by this Act given or transferred to the said *George Earl of Dartmouth, William Charles Earl of Albemarle, and Thomas Clement*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, shall be vested in, and all and every the Trust Estates and Premises shall be conveyed, assigned, and transferred, so as that the same may be legally and effectually vested in such new Trustee or Trustees, in Conjunction with the surviving or continuing Trustees or Trustee, or in such new Trustee or Trustees only; as the Case may be, upon the same Trusts as are herein-before declared or referred to concerning the same; and that all and every such new Trustee or Trustees shall and may have and exercise and act in the Execution of the Trusts and Powers aforesaid, in such and the same Manner as if originally named and appointed by this Act (any Thing herein contained to the contrary thereof in anywise notwithstanding).

IV. And be it further enacted, That if any Trustee or Trustees of the said Terms of Five hundred Years, and Six hundred Years, or either of them, shall happen to die, or be desirous to be discharged, or decline to act, or become incapable of acting in the Trusts by the said Indenture of Five Parts, of the Fourteenth Day of June One thousand seven hundred and eighty-one, declared concerning the same Terms respectively, then and in such Case, and when and so often as it shall so happen, it shall be lawful for the Person or Persons for the Time being entitled to the Rents and Profits of the Estates comprized in the said Terms, such Person or Persons having attained the Age of Twenty-one Years, or otherwise for his, her, or their Guardians to nominate and appoint some other Person or Persons to be a Trustee or Trustees in the Place and Stead of him or them so dying, desiring to be discharged, declining to act, or becoming incapable of acting as aforesaid; and when and so often as any new Trustee or Trustees shall be so nominated and appointed as aforesaid, (in case such Nomination and Appointment shall be approved of by the said Court of Chancery, an Order in which Behalf the said Court is hereby authorized to make upon Petition in a summary Way) the said Terms of Years respectively shall be assigned and transferred, so as that the same may be legally and effectually vested in such new Trustee or Trustees in Conjunction with the surviving or continuing Trustee thereof respectively, or in such new Trustee or Trustees only, as the Case may be, upon the same Trusts as are in the said last mentioned Indenture of Settlement declared concerning the same; and that all and every such new Trustee or Trustees shall and may have and exercise and act in the Execution of the same Trusts in such and the same

Power to appoint new Trustees of the Terms of 500 Years and 600 Years, created by the Settlement of 1781.

Manner as if originally named and appointed by the said Settlement (any Thing therein contained to the contrary notwithstanding).

The Hereditaments by the Deeds of 1794, conveyed to Lord *Stawell*, shall be vested in the said Earls of *Dartmouth* and *Albemarle*, and *Thomas Clement*, upon Trust.

V. And be it further enacted, That all and singular the Manors, Messuages, Lands, Tenements, and Hereditaments, in and by the said Indentures of Lease and Release of the Eighteenth and Nineteenth Days of *July* One thousand seven hundred and ninety-four, bargained, sold, and released unto the said *Henry Lord Stawell*, his Heirs and Assigns as aforesaid, with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, shall from and after the passing of this Act be vested in the said *George Earl of Dartmouth*, *William Charles Earl of Albemarle*, and *Thomas Clement*, and their Heirs; but upon Trust, nevertheless to convey and settle the same (under the Direction of the High Court of Chancery) in Manner following (that is to say), such and so many Parts thereof as the said Court shall deem a just Proportion by way of Equivalent for the said Hereditaments so sold to the said *John Fownes Luttrell* and *Charles Shaw Lefevre* respectively as aforesaid, (and the same may, if the said Court shall think fit, consist of undivided Parts) to, for, upon, with, under, and subject to such and so many of the Uses, Trusts, Intents, Purposes, Powers, Provisoes, Limitations, Declarations, and Agreements, as would under and by virtue of the said Indenture of Four Parts of the Thirtieth Day of *June* One thousand seven hundred and seventy-nine, have been now subsisting or capable of taking Effect of and concerning the said Hereditaments, in the Counties of *Southampton* and *Somerset*, therein described, and so sold as aforesaid, in case such Sales as aforesaid had not been made; such and so many other Parts thereof as the said Court shall deem a just Proportion by way of Equivalent for the said Old and New South Sea Annuities, and Two thousand six hundred and twenty-five Pounds Nineteen Shillings and Four-pence Bank Annuities so sold as aforesaid, (and the same may also, if the said Court shall think fit, consist of undivided Parts) to, for, upon, with, under, and subject to such and so many of the Uses, Trusts, Intents and Purposes, Powers, Provisoes, Limitations, Declarations, and Agreements, in and by the said Indenture of Five Parts, of the Thirtieth Day of *June* One thousand seven hundred and seventy-nine, directed to be limited or expressed of and concerning the Hereditaments thereby directed or intended to be purchased with the Money to arise by Sale of the said New and Old South Sea Annuities, and such Part of the said Bank Annuities as was thereby directed to be sold, as are now subsisting or capable of taking Effect; and the remaining Parts thereof (and the same may also, if the said Court shall think fit, consist of undivided Parts) to, for, upon, with, under, and subject to such and so many of the Uses, Trusts, Intents, Purposes, Powers, Provisoes, Limitations, Declarations, and Agreements, as would under and by virtue of the said Indenture of Release and Settlement of Five Parts, of the Fourteenth Day of *June* One thousand seven hundred and eighty-one, have been now subsisting or capable of taking Effect, of and concerning such of the last mentioned Hereditaments as were therein mentioned to have been the Estate and Inheritance of the said *Edward Lord Stawell*, if the same had not been sold; but in such Conveyance and Settlement the said *George Earl of Dartmouth*, *William Charles Earl*

of

of *Albemarle*, and *Thomas Clement*, or the Survivors or Survivor of them, or the Trustees or Trustee, who may be appointed in the Place of them, or any of them, in pursuance of the Power in that Behalf hereinbefore contained, shall be made Trustees in the Place and Stead of the said *Arthur* late Marquis of *Downshire*, and *John Harley*, and the same shall contain a Power of appointing new Trustees in the Place of such of the Trustees therein, and of the future Trustees as may die or desire to be discharged, or decline to act, or become incapable of acting, with all such Clauses as may be proper for giving Effect to such Appointment, and also shall contain such Power as herein-after is mentioned, such Conveyance and Settlement to be approved of by One of the Masters of the said Court of Chancery, to whom that Court shall think fit, to refer the same (an Order in which Behalf it shall be lawful for the said Court to make in a summary Way upon Petition).

VI. And be it further enacted, That it shall be lawful for the said Court of Chancery, at any Time after the passing of this Act, upon Petition to be preferred in a summary Way, by the said *Henry Lord Stawell*, or in case of his Death, by his personal Representatives, to make an Order to refer it to One of the Masters of the said Court, to take an Account of such Sum or Sums of Money as was or were paid by the said *Henry Lord Stawell*, towards the Purchase of the Hereditaments, so conveyed to him, by the said Indentures of Lease and Release, of the Eighteenth and Nineteenth Days of *July* One thousand seven hundred and ninety-four as aforesaid; and of all Costs, Charges, and Expences which he the said *Henry Lord Stawell* paid or expended in or about the same, and of all Costs, Charges, and Expences, which he the said *Henry Lord Stawell* has paid or expended, or shall or may pay, or expend, or become liable to pay, in or about, or preparatory to the applying for, soliciting, and obtaining this Act, or such intended Settlement as aforesaid; and of such Mortgage as herein-after is mentioned, and to make such Order, as to the said Court shall seem meet, for raising and paying by Mortgage of the said Hereditaments, in such Settlement to be comprised, to the said *Henry Lord Stawell* or his Representatives, in case of his Death, all such Sum or Sums of Money, Costs, Charges, and Expences as aforesaid, after deducting therefrom the Amount of the said Trust Money and Purchase Money respectively so received by him as aforesaid; and to direct the Insertion of a Power, in such Settlement as aforesaid, for the said *Henry Lord Stawell*, his Executors or Administrators, to charge such Hereditaments and Premises, with the Payment of the Sum or Sums of Money, which shall be by the said Court authorized to be raised as aforesaid, with lawful Interest from the Time of his Death, and to limit or create any Term or Terms of Years upon, or to make any Demise or Demises, by Way of Mortgage, of the Hereditaments so to be charged, for any Term of Years, without Impeachment of Waste, to any Person or Persons willing to advance the Sum or Sums so authorized to be raised as aforesaid, so as the Term, Estate, or Interest so to be granted, be made redeemable on full Payment of the Sum or Sums, and the Interest for the same, which shall be charged by virtue of such Power, by the Person or Persons, for the Time being, entitled to the Freehold or Inheritance of the Premises so to be demised.

Power for the Court of Chancery to take an Account of the Sums paid by *Lord Stawell*, towards the Purchase of the Hereditaments conveyed to him by the Indentures of 1794, and of his Costs about the same, &c.

VII. And be it further enacted, That all and every of the said Messuages, Lands, Tenements, and Hereditaments, in *Hartley Westpal* and *Shirfield*

The Hereditaments in *Hartley Westpal* and *Shirfield* aforesaid, shall

[*Loc. & Per.*]

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stand settled
to the Uses,
and upon the
Trusts of the
said Act of 4th
Geo. 3.

Shirfield aforesaid, with their respective Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, shall from and after the passing of this Act, be and stand settled, limited, and assured, to, for, and upon the several Uses, Trusts, Intents and Purposes, and under and subject to the several Powers and Provisoos in and by the said Act of the Forty-second Year of His present Majesty's Reign, expressly or by Reference, limited or declared of and concerning the same.

Saving Clause.

VIII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, and all Bodies Politick and Corporate, and their respective Heirs, Executors, Administrators, and Successors, (other than and except the Heirs, Executors, and Administrators of the said *Arthur* late Marquis of *Downshire* deceased, the said *Henry* Lord *Stawell*, *Mary* Lady *Stawell*, the First and every other Son of the Body of the said *Henry* Lord *Stawell*, on the Body of the said *Mary* Lady *Stawell* begotten or to be begotten, and the Heirs Male of their respective Bodies, the said *Mary* Legge, and all other Issue of the said *Henry* Lord *Stawell*, by the said *Mary* Lady *Stawell*, the Heirs of the Body of the said *Henry* Lord *Stawell*, and also his Heirs, Executors, and Administrators, and all and every other Persons or Person entitled to or claiming or hereafter to become entitled to or to claim any Estate, Right, Title, Trust, or Interest of, in, to, or out of the said Hereditaments, Monies, and Premises, or any of them, or any Part thereof respectively, under or by virtue of the said Indentures of the Thirtieth Day of *June* One thousand seven hundred and seventy-nine, and Indentures of Lease and Release and Settlement of the Thirteenth and Fourteenth Days of *June* One thousand seven hundred and eighty-one, and the several Deeds, Instruments, Surrenders, or other Assurances therein mentioned or referred unto, or any of them), all such Estate, Right, Title, and Interest of, in, to, or out of the same Hereditaments, Monies, and Premises, as they respectively had before the passing of this Act, or would, could, or might have had, in case the same had not been made.

Declaring the
Act publick

IX. And be it further enacted, That this Act shall be printed by the Printer to the King's most Excellent Majesty, and may be given in Evidence in all Courts of Justice, and before all Judges and Justices who shall take judicial Notice thereof, in like Manner as if the same had been declared to be a publick Act.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN,
Printers to the King's most Excellent Majesty. 1803.