



of *Middlesex*, Gentleman, of the Fourth Part; and the Right Honourable *George John* Earl of *Sandwich* of the Fifth Part; and of certain other Indentures of Lease and Release, bearing Date respectively the Seventh and Eighth Days of *May* One thousand eight hundred and twenty-eight, the Release being of Seven Parts, and expressed to be made between the said *Henry James* Lord *Montagu* of the First Part; the Most Noble *Walter Francis Douglas Montagu Scott* Duke of *Buccleuch* and *Queensberry* (eldest Son and Heir of the said *Charles William* late Duke of *Buccleuch* and *Queensberry*, then deceased,) of the Second Part; *Robert Wheatley Lumley* of *Carey Street* aforesaid, Gentleman, of the Third Part; *John Forster* of *Carey Street* aforesaid, Gentleman, of the Fourth Part; the Honourable and Reverend *Richard Bruce Stopford* of *Barton Seagrave* in the said County of *Northampton*, Clerk, and *Robert Edmonds* of *Boughton House* in the same County, Gentleman, of the Fifth Part; the Right Honourable *Alexander Cospatrick Home* commonly called Lord *Dunglas* (eldest Son and Heir Apparent of the Right Honourable Earl of *Home*), and the Honourable and Reverend *James Douglas* of *Broughton* in the said County of *Northampton*, Clerk, of the Sixth Part; and the Honourable *Robert Stopford* of the Colonial Office near *Whitehall* in the County of *Middlesex*, and the Reverend *George Stopford* of *Warkton* in the said County of *Northampton*, Clerk, (eldest Son of the said *Richard Bruce Stopford*,) of the Seventh Part; and a Common Recovery duly suffered, pursuant to the last-mentioned Indentures, in His Majesty's Court of Common Pleas at *Westminster*, in or as of *Easter Term* in the said Year One thousand eight hundred and twenty-eight, in which the said *Walter Francis* Duke of *Buccleuch* and *Queensberry* was vouched, and vouched over the Common Vouchee of the said Court, divers Manors, Messuages, Lands, Tenements, and Hereditaments in the Counties of *Northampton* and *Huntingdon*, and among others the Manors of *Barnwell Saint Andrew* and *Barnwell All Saints*, and the Advowson of the united Rectory and Parish Church of *Barnwell Saint Andrew* and *Barnwell All Saints* in the said County of *Northampton*, and divers Messuages, Lands, Tenements, and Hereditaments in the united Parishes of *Barnwell Saint Andrew* and *Barnwell All Saints* aforesaid, do stand limited and settled (subject to a Proportion, with divers other Manors and Hereditaments in several other Counties, of an Annuity of Two hundred Pounds payable to *Edward Hussey* Esquire during his Life, under the Will of the late Earl *Beaulieu*, and as to an undivided Moiety of the said Manors of *Barnwell Saint Andrew* and *Barnwell All Saints*, and of divers other of the said Manors and Hereditaments in the said County of *Northampton*, to a Mortgage Debt of Seventeen thousand four hundred Pounds,) to the Use of the said *Henry James* Lord *Montagu* during his Life, without Impeachment of Waste; with Remainder to the said *James George* Earl of *Courtown* and his Heirs during the Life of the said *Henry James* Lord *Montagu*, in Trust to preserve contingent Remainders; with Remainder to the First and every other Son of the said *Henry James* Lord *Montagu* successively in Tail Male; with Remainder to the Use of such Person or Persons, for such Estate or Estates, in such Parts, Shares, and Proportions, and with, under, and subject to such Powers, Provisoos, Conditions, and Limitations, as the said *Henry James* Lord *Montagu* and *Walter Francis*

*Francis Duke of Buccleuch and Queensberry* shall, by any Deed or Deeds or Instrument or Instruments in Writing (with or without Power of Revocation), to be by them sealed and delivered in the Presence of and attested by Two or more credible Witnesses, direct, limit, or appoint; and in default of and subject to any such Direction, Limitation, or Appointment, to the further Uses in the said last-mentioned Indenture of Release expressed: And whereas the said *Henry James Lord Montagu* hath no Male Issue: And whereas the said *Henry James Lord Montagu*, as Tenant for Life in Possession under the said recited Limitations, is Patron of the said united Rectory or Parish Church of *Barnwell Saint Andrew* with *Barnwell All Saints* annexed, which is within the Diocese of the Lord Bishop of *Peterborough*, and the Reverend *Richard Moore Boulton* is the present Incumbent thereof: And whereas the said *Henry James Lord Montagu* claims to be Owner of all the Lands in the said united Parishes, except the Churchyard and Glebe Land belonging to the Rector, which, including the Scite of the Rectory House and Buildings, contain together Four Acres Two Roods and Twenty-eight Perches or thereabouts, and except about Eight Acres of Meadow Land situate in *Barnwell Saint Andrew* aforesaid, belonging to the Right Honourable Lord *Lilford*, and an Almshouse or Hospital for the Reception of poor aged Persons, and the Garden thereto belonging, containing Thirty-seven Perches or thereabouts, and the Scite of a Schoolhouse belonging to the said Hospital, also severally situate in *Barnwell Saint Andrew* aforesaid, no Part of the Lands and Tenements in which are intended to be charged and chargeable by this Act: And whereas certain ancient Payments or Compositions, stated by ancient Terriers to have been settled by Decrees of the Court of Chancery at the Time of the Inclosure of the said united Parishes, have been hitherto paid by the said *Henry James Lord Montagu* and the preceding Owners of his Estate in the said united Parishes, and received by the Rectors for the Time being thereof, in lieu of all such Tithes and also of such Glebe Lands, except as aforesaid (if any), as they were entitled to previous to such Inclosure: And whereas the said *Richard Moore Boulton* does not admit the Validity of the said ancient Payments as barring his Claim to Tithes in Kind or to certain Glebe Lands mentioned in very ancient Terriers as lying dispersed in the Common Fields of the said united Parishes or either of them, if the same could now be ascertained; but the said *Henry James Lord Montagu* claims to be exempted by the said Payments from the Payment of any Tithes, and in virtue thereof to be entitled to such Glebe Lands, if any such there were before the said Inclosure, or, if the said Payments are not valid, such Rights as the ancient Owners under whom he claims had previous to such Inclosure, including Two Third Parts of the Tithes of Corn and Grain within the said Parish of *Barnwell Saint Andrew*, and such Privileges and Exemptions as the ancient Abbey of *Ramsay*, to which the said Two Third Parts of the said Tithes, and the Whole or the greatest Part of the Lands in one or both of the said united Parishes, anciently belonged, held and enjoyed at the Time of the Dissolution thereof: And whereas there is a good Parsonage House belonging to the said Rectory, erected about Ten Years ago at the Expence of *Elizabeth*, late Duchess Dowager of *Buccleuch and Queensberry*, deceased, the  
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Mother of the said *Henry James Lord Montagu*, and the then Owner of his Estate in the said united Parishes, and since enlarged and improved, but the Quantity of Glebe Land belonging to the said Rectory is so small as to be insufficient for the Comfort and Convenience of a resident Clergyman: And whereas it would be the Means of preventing Dispute, Litigation, and Expence, and be of Advantage to the said Rector and his Successors, if a sufficient Quantity of Land adjoining or contiguous to and convenient to be held with the said Rectory House could be allotted thereto in addition to the present Glebe Land, and an annual Sum of Money in the Nature of a Corn Rent made payable to the Rector and his Successors in lieu of such ancient Payments or of such Tithes and unascertained Glebe Lands as he is or claims to be entitled to as aforesaid: And whereas it has been proposed on behalf of the said *Henry James Lord Montagu* that the several Lands specified in the Schedule hereunto annexed, containing together Thirty-one Acres One Rood and Two Perches, adjoining or contiguous to and very convenient to be held with the said Rectory House and Buildings, shall be annexed to the said Rectory, and go therewith to the said *Richard Moore Boulbee* and his Successors for ever, and that in addition thereto a clear annual Rent of Four hundred and forty Pounds, liable to be varied according to the Price of Wheat, as hereinafter is mentioned, and free of Deduction for Land Tax, shall be raised and paid to the said Rector and his Successors, by way of Commutation for and in lieu and satisfaction of all Tithes and Glebe Lands, or Compositions or ancient Payments in lieu thereof, which of right belong to or have been received by the said Rector and his Predecessors, Rectors of the said Parishes, now united, or either of them: And whereas the said *Richard Moore Boulbee* approves of the said Proposal, and is desirous that such Commutation may be established and confirmed, and the same is also approved by the Lord Bishop of the said Diocese, or Ordinary, but the same cannot be carried into effect without the Aid and Authority of Parliament: May it therefore please 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 Fifth Day of *April* One thousand eight hundred and thirty the Closes, Pieces, or Parcels of Land mentioned and specified in the Schedule hereto annexed (lying contiguous to and convenient to be held with the Rectory House of the said united Parishes) shall be annexed to the said Rectory, and become Part of the Glebe thereto belonging, and go therewith to the said *Richard Moore Boulbee* and his Successors, Rectors of the said united Parishes, for ever.

Certain Lands contiguous to the Rectory House to be annexed thereto as additional Glebe.

Corn Rent to be paid to the Rector.

II. And be it further enacted, That the said annual Rent of Four hundred and forty Pounds, variable as herein-after is mentioned, shall be raised and paid to the said *Richard Moore Boulbee* and his Successors, Rectors of the said united Rectories, out of and from and charged and chargeable upon all the Lands and Tenements in the said Parish of *Barnwell All Saints*, (other than and except such of the Glebe Lands now belonging or hereby annexed to the said Rectory

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as are situate in that Parish,) by equal half-yearly Payments on the Fifth Day of *April* and Tenth Day of *October* in every Year, the first half-yearly Payment thereof to begin and be made on the Tenth Day of *October* One thousand eight hundred and thirty, free from any Deduction for Land Tax.

III. And be it further enacted, That the said Lands so to be annexed to the said united Rectory, and the said Rent so to be raised and paid as aforesaid, shall be and the same are hereby declared to be in full Bar, Satisfaction, Discharge, and Extinguishment of and for all Tithes and Glebe Lands, or Compositions or annual Payments in lieu thereof, arising or payable to the said Rector and his Successors, or which he or they could, in case this Act had not been passed, have or claim from, out, or in respect of all or any of the Messuages, Lands, Tenements, and Hereditaments in the said united Parishes or either of them, from and after the said Fifth Day of *April* One thousand eight hundred and thirty.

Lands and Corn Rent to be in satisfaction of Tithes, Compositions, &c.

IV. And be it further enacted, That nothing in this Act contained shall in any Manner abridge, affect, prejudice, or extinguish the Right and Title of the said Rector to the Tithes, or annual Payments or Compositions in lieu thereof, hereby commuted, or any Arrears thereof, up to the said Fifth Day of *April* One thousand eight hundred and thirty, up to and inclusive of which Day the same shall continue payable to him; and he shall retain, use, and exercise all and every such and the like Powers and Remedies for the Recovery thereof as to him by Law appertains, save that nothing in this present Proviso contained shall operate to suspend or postpone the Exercise of any Powers or Remedies, Ways or Means, hereby provided for raising or compelling Payment of any Sum or Sums of Money, Costs, Charges, and Expences by this Act authorized to be levied and raised.

Not to affect the Rights of the Rector to any Arrears of Tithes or Composition.

V. Provided also, and be it further enacted, That upon the Death, Cession, Resignation, or Removal of the present and every future Rector of the said united Parishes, which shall happen after the Day of passing this Act, such Rector, his Executors or Administrators, shall be entitled to so much or such Part of the said Corn Rent as shall be in proportion to the Number of Days elapsed from the then last half-yearly Day of Payment of the said Corn Rent to and inclusive of the Day of such Death, Cession, Resignation, or Removal.

Rent to be apportioned between the Representatives and Successor of each Rector.

VI. And be it further enacted, That in case the said Rent, or any half-yearly Payment thereof, or any Part thereof, shall be behind or unpaid by the Space of Fourteen Days next after the Day on which the same is herein-before made payable, it shall be lawful for the Rector for the Time being of the said united Parishes to have and exercise all such Powers and Remedies of Distress and Sale for recovering the Sum or Sums of Money so unpaid as aforesaid, together with the Costs and Charges occasioned thereby, from and out of all or any of the Messuages, Lands, and Tenements hereby charged with such annual Sum or Sums so in arrear, as by the Laws and Statutes of this Realm are, is, or shall or may be given for the Recovery of Rent in arrear upon common Demises.

Recovery of Rent in Arrear.

[*Local.*]

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VII. And

For reascertaining Corn Rent.

VII. And be it further enacted, That at the General Quarter Sessions to be holden at *Northampton* in and for the said County of *Northampton* next after the Fifth Day of *April* One thousand eight hundred and forty, and so from Time to Time after the Expiration of every or any further Term of Ten Years respectively, at such General Quarter Sessions next after the Fifth Day of *April*, but at no other intermediate Time or Times, it shall and may be lawful to and for the said Rector and his Successors, or to or for any One or more Person or Persons who shall alone or collectively be Owner or Owners of Houses or Lands hereby charged with the said Rent of the yearly Value of Five hundred Pounds or upwards, to apply, in Writing under his or their Hand or Hands, to the Justices of the Peace for the said County of *Northampton* at the Court of Quarter Sessions to be holden in and for the said County of *Northampton* next after each such Term of Ten Years, (One Calendar Month's Notice at least of such intended Application being published in the *London Gazette*,) to ascertain the Average Price of good marketable Wheat at the Market of *Northampton* for the Ten Years preceding such Application; and the said Justices shall inquire into and ascertain, by the *London Gazette* or by such other Ways or Means as they shall think equitable, just, and proper, the Average Price of good marketable Wheat at the said Market for the Ten Years next preceding such Application, and if it shall appear that such Average Price of Wheat shall be more or less than the Sum of Four Pounds Sixteen Shillings for every Quarter consisting of Eight Bushels, being the Price according to which the said Corn Rent of Four hundred and forty Pounds hath been fixed, or if at the Time of any future Application such Average Price shall be different from what it was when last ascertained, then and in such Case the annual Sum or Sums of Money payable to the Rector for the Time being as aforesaid shall be varied in such Manner as shall be declared by the Order of the said Court, and so that the whole Amount thereof may be equal to the Value of Ninety-one Quarters and Six Bushels of Wheat, according to the Average Price so lastly ascertained; and the same Sum or Sums of Money so raised shall, from the half-yearly Day of Payment preceding such Order, remain and continue issuing and payable as aforesaid out of the Lands and Tenements hereby charged therewith, until such Sum or Sums of Money shall be again varied or altered by any subsequent Order of the said Court, to be made upon such Application and in such Manner as herein-before mentioned, and so from Time to Time at the End of every Ten Years, to be computed as aforesaid, for ever; and the several Parties or Persons interested are hereby respectively authorized to make such further Application from Time to Time, after the Expiration of every Term of Ten Years (but not oftener), to be computed as aforesaid, for ever, in such and the like Manner and Form as herein-before mentioned and directed with respect to the said first Application; and the Costs, Charges, and Expences of making every such Application to the said Court of Quarter Sessions, and of varying and reascertaining such several Rents or Sums of Money as aforesaid, shall be paid and defrayed out of the Monies to be raised by virtue of this Act, or by such other Person or Persons as such Court shall order and direct to pay the same; and such Court, by their Order or Warrant, are hereby ordered to levy or cause to be levied

levied the Costs, Charges, and Expences so ordered to be paid, by Distress and Sale of the Goods and Chattels of the Party or Parties liable to pay the same, rendering the Overplus (if any), on Demand, to the Owner or Owners of such Goods and Chattels, after deducting the reasonable Charges of such Distress and Sale.

VIII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and all other Persons, Bodies Politic, Corporate, and Collegiate, their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except such Rights and Interests as the Intents and Purposes of this Act absolutely require to be barred or extinguished,) all such Estates, Rights, Titles, and Interests as they or any of them had or enjoyed of, in, or to or out of the said several Messuages, Farms, Lands, and Tenements respectively before the passing of this Act, or could or might have had if this Act had not been made. General Saving.

IX. 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. Act to be printed by the King's Printers.

## The SCHEDULE above referred to.

Number on the Plan.	—	Quality.	Quantity.		
			A.	R.	P.
<i>In the Manor of Barnwell St. Andrew.</i>					
126.	Balguy's Close (exclusive of the Plantation, but including the open Ground on which the Grove of Trees stands,) - - - }	Grass - -	4	1	8
130.	Part of Balguy's Close - - - - }	Garden Ground	0	2	35
123.	Small Plantation adjoining Rectory and Churchyard - - - - }	Plantation -	0	0	10
38.	Small Close, formerly Part of Bailey's Home Close - - - - }	Grass - -	1	2	26
37.	Another ditto, also formerly Part of ditto -	Ditto - -	1	0	33
45.	Another ditto, ditto, (subject to the Church Footpath and the Footway to the Road,) - }	Ditto - -	8	0	22
39.41. } 42.43. } 44.46. }	Five small Spinnies or Bits of Woodland, intermixed with the Three last-mentioned Closes - - - - }	Wood - -	3	2	39
<i>In the Manor of Barnwell All Saints.</i>					
50.	Upper Long Close - - - - }	Grass - -	5	1	34
18.	Lower Long Close (subject to the Church Footpath) - - - - }	Ditto - -	5	1	33
47.48. } 49. }	Three small Spinnies, intermixed with the Two last-mentioned Closes - - }	Wood - -	0	2	2
			A.	31	1 2

N.B. The Fences of the Plantations, No. 129, adjoining Balguy's Close, and of the Plantation, No. 40, adjoining No. 38, to be maintained by the Owner of the said Plantations.