



ANNO VICESIMO QUARTO & VICESIMO QUINTO

# VICTORIÆ REGINÆ.

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## Cap. 9.

An Act to authorize the granting of Building and Repairing Leases of Parts of the Estates devised and bequeathed by the Will of the Right Honorable *George Earl of Egremont* deceased, or become subject to the Trusts thereof; and for other Purposes. [6th August 1861.]

**W**HEREAS the Right Honorable *George Earl of Egremont*, by his last Will, which bears Date the Thirtieth Day of *September* One thousand eight hundred and forty-two, and was duly executed, after giving certain pecuniary and specific Legacies out of and charged upon his Personal Estate, devised and bequeathed unto *John Walter Roberts*, therein described, and since deceased, the Reverend *William Cookesley Thompson* (therein called *William Thompson*) Clerk, Rector of *Blackborough* in the County of *Devon*, the Reverend *Joseph Stroud* Clerk, therein described, and since deceased, *Robert Biddulph* Esquire, of *Charing Cross* in the County of *Middlesex*, Banker, and *Lawrence Walker* of *King's Road, Gray's Inn*, in the same County, the Testator's then Auditor, their Heirs, Executors, Administrators, and Assigns, all and singular

Will of  
George Earl  
of Egremont,  
dated  
30th Sept.  
1842.

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*The Earl of Egremont's Estate Act, 1861.*

the Freehold, Copyhold or Customary, and Leasehold Manors, Messuages, Farms, Lands, Tenements, Tithes, and Hereditaments, and Freehold and Copyhold or Customary Real Estate and Leasehold Estate whatsoever, and whether in the Counties of *Devon, Somerset, Wilts,* and *Surrey,* or any of them, or elsewhere, of or to which he the said Testator, or any Person or Persons in trust for him, should at his Death be seised, possessed, or entitled, in possession, reversion, remainder, or expectancy, or which in exercise of any Power he was or should be enabled to appoint by that his Will, and all the Rest and Residue of his Personal Estate and Effects, of what Nature or Kind soever, and such Personal Estate and Effects as by virtue of any Power he was or should be enabled to dispose of by that his Will, including in such Devises and Bequests the Messuages, Lands, Tenements, Tithes, and Hereditaments which he should have contracted to purchase or receive in exchange, and which Contract or Contracts should not at his Death be completed, also, but subject to the Equities then affecting the same, the Messuages, Lands, Tenements, Tithes, and Hereditaments which at his Death he should have contracted to sell or give in exchange, and which Contracts or Contract should not then be completed, but excluding from such Devises and Bequests all such other Real and Personal Estate and Effects as at his Death should be vested in him upon any Trusts, and all such Real and Personal Estate as should be then vested in him by way of Mortgage, to hold the same unto and to the Use of the said *John Walter Roberts, William Cookesley Thompson, Joseph Stroud, Robert Biddulph,* and *Lawrence Walker,* their Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality thereof respectively, nevertheless upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations, therein-after expressed and contained, and in part herein-after mentioned, of and concerning the same respectively; *videlicet,* upon Trusts, as to the said Contracts, either to complete or vary, rescind or abandon the same, and upon the usual Trusts for Sale, either by Public Auction or Private Contract, of such of the said Freehold, Copyhold or Customary, and Leasehold Hereditaments, Tithes, and Tenements therein-before devised and bequeathed as should be situate, lying, or being, arising, coming, growing, or renewing, in the Counties of *Wilts* and *Surrey,* and in certain Parishes in the Counties of *Devon* and *Somerset,* not including either the Parish of *Saint Decumans* or the Parish of *Old Cleeve,* both in the said County of *Somerset,* and with the usual Power of giving good Discharges for the Purchase Monies, and upon trust by Mortgage of all or any of his the Testator's Freehold, Copyhold or Customary, and Leasehold Manors, Hereditaments, and Premises therein-before devised and bequeathed respectively, and not therein-before directed to be sold, save any such Advowson as therein mentioned, or by the other Means therein mentioned, but not by Sale, to raise sufficient Funds to discharge, together with the Produce of his

*The Earl of Egremont's Estate Act, 1861.*

his Personal Estate not specifically bequeathed, and of the Hereditaments, Tithes, and Tenements so directed to be sold, his Debts, Legacies, Funeral and Testamentary Expenses, and the other Charges therein mentioned, and subject to a Trust for Payment of Rents and Performance of Covenants as to the Leasehold Parts of the last-mentioned Premises, and for Renewal of the Leases thereof, and for providing a Fund for that Purpose, and subject to a Trust for keeping down the Interest on the Mortgages and Charges therein mentioned, and for Payment of the Costs, Charges, and Expenses of the Trustees of executing the Trusts of the said Will, and for keeping in repair and insuring against Fire the Mansions, Houses, Buildings, and Erections upon the said Estate, and subject to a Trust for Payment to *Caroline Fanny Voules*, then of *Blackborough* aforesaid, on either of Two Contingencies therein mentioned, and One of which happened, a clear Annuity of Four hundred Pounds during her Life, with a proportionate Part thereof in the Event therein mentioned, upon trust to pay the Residue of the Rents, Issues, and Profits of the same Manors, Hereditaments, and Premises to the Testator's Wife, *Jane Countess of Egremont*, for her Life, and after her Death, and the Expiration of a Period of Accumulation of Income, directed for the Payment of the Testator's Debts and other the Charges therein mentioned, upon trust to convey and settle all and singular the Freehold Manors, Hereditaments, and Premises therein-before devised, and being Freeholds of Inheritance and not therein-before directed to be sold, but without Prejudice to the Incumbrances affecting the same, if there should be any such unsatisfied, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations therein-after limited and expressed of and concerning the same; that is to say, as to some Part of the same Manors, Hereditaments, and Premises, to be selected by the said Trustees or Trustee, which should be then let at a Rent or Rents of not less than Five hundred Pounds yearly, to the Uses therein mentioned, limiting to the said *Caroline Fanny Voules*, her Executors, Administrators, and Assigns, out of the Hereditaments so to be selected, if the Annuity of Four hundred Pounds therein-before eventually provided for her should have become payable, a clear yearly Rentcharge of Four hundred Pounds, together with a proportionate Part thereof in the Event therein mentioned, with the usual Powers and Remedies for compelling Payment thereof respectively; and as to all and singular the said Freehold Manors, Hereditaments, and Premises therein-before directed to be settled, but as to the Hereditaments to be charged with the said yearly Rent subject to that Rent, and to the Powers and Remedies last aforesaid, to the Use of the Testator's Relation, *William Wyndham* of *Dinton* in the County of *Wilts*, therein-after designated *William Wyndham* the Son, and who was the eldest Son of *William Wyndham* Esquire, late of the same  
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*The Earl of Egremont's Estate Act, 1861.*

Place, whom he the Testator had therein-after designated *William Wyndham* the Father, for his Life, sans Waste; Remainder to the Use of Trustees, to be in such Settlement named as therein mentioned, for the Life of the said *William Wyndham* the Son, in trust to preserve contingent Remainders; Remainder to the Use of *William Wyndham*, eldest Son of the said *William Wyndham* the Son, and therein-after designated *William Wyndham* the Grandson, for his Life, sans Waste; Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders; Remainder to the Use of the First and other Sons of the said *William Wyndham* the Grandson, born in the Testator's Lifetime, or in due Time after his Decease, successively according to Priority of Birth during their respective Lives, sans Waste; with Remainders respectively to the Use of the said Trustees during the Lives of such Sons respectively, in trust to preserve contingent Remainders; with Remainders respectively to the Use of their respective First and other Sons successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the said Sons of the said *William Wyndham* the Grandson, and his First and other Sons, and their respective Issue Male as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male as aforesaid; Remainder to the Use of the Son and Sons of the said *William Wyndham* the Grandson not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another in the Order of Birth in Tail Male; Remainder to the Use of *Edmund Wyndham*, Second Son of the said *William Wyndham* the Son, for his Life, sans Waste; Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders; Remainder to the Use of the First and other Sons of the said *Edmund Wyndham* born in the said Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth during their respective Lives, sans Waste; with Remainders respectively to the Use of the said Trustees during the Lives of such Sons respectively, in trust to preserve contingent Remainders; with Remainders respectively to the Use of their respective First and other Sons successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the said Sons of the said *Edmund Wyndham* and his First and other Sons, and their respective Issue Male as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male as aforesaid; Remainder to the Use of the Son and Sons of the said *Edmund Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another in the Order of Birth in Tail Male; Remainder to the Use of *Arthur Wyndham*, Third Son of the said *William Wyndham* the Son, for his Life, sans Waste; Remainder

*The Earl of Egremont's Estate Act, 1861.*

Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders; Remainder to the Use of the First and other Sons of the said *Arthur Wyndham* born in the Testator's Lifetime or in due Time after his Decease successively according to Priority of Birth, during their respective Lives, sans Waste; with Remainders respectively to the Use of the said Trustees during the Lives of such Sons respectively, in trust to preserve contingent Remainders; with Remainders respectively to the Use of their respective First and other Sons successively and in remainder one after another in the Order of Birth in Tale Male, every elder of the said Sons of the said *Arthur Wyndham* and his First and other Sons, and their respective Issue Male as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male as aforesaid; Remainder to the Use of the Son and Sons of the said *Arthur Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male; Remainder to the Use of *Wadham Wyndham*, Fourth Son of the said *William Wyndham* the Son, for his Life, sans Waste; Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders; Remainder to the Use of the First and other Sons of the said *Wadham Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth, during their respective Lives, sans Waste; with Remainders respectively to the Use of the said Trustees during the Lives of such Sons respectively, in trust to preserve contingent Remainders; with Remainders respectively to the Use of their respective First and other Sons successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the said Sons of the said *Wadham Wyndham* and his First and other Sons, and their respective Issue Male as aforesaid, being preferred to every younger of the same Sons, and his First and other Sons, and their respective Issue Male as aforesaid; Remainder to the Use of the Son and Sons of the said *Wadham Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male; Remainder to the Use of *Hugh Wyndham*, Fifth Son of the said *William Wyndham* the Son, for his Life, sans Waste; with Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders; Remainder to the Use of the First and other Sons of the said *Hugh Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth, during their respective Lives, sans Waste; with Remainders respectively to the Use of the said Trustees during the Lives of such Sons respectively, in trust to preserve contingent Remainders; with Remainders respectively to the Use of their respective

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*The Earl of Egremont's Estate Act, 1861.*

tive First and other Sons successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the said Sons of the said *Hugh Wyndham*, and his First and other Sons, and their respective Issue Male as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male as aforesaid; Remainder to the Use of the Son and Sons of the said *Hugh Wyndham* not born in the Testator's Lifetime or in due Time after his Decease successively and in remainder one after another according to Priority of Birth in Tail Male; Remainder to the Use of the Son and Sons of the said *William Wyndham* the Son to be thereafter born during the Testator's Life or in due Time after his Decease, successively according to Priority of Birth, during their respective Lives, sans Waste; with Remainders respectively to the Use of the said Trustees during the respective Lives of such subsequently born Sons, in trust to preserve contingent Remainders; with Remainders respectively to the Use of their respective First and other Sons successively and in remainder one after another as they respectively shall be in Priority of Birth in Tail Male, every elder of the same subsequently born Sons of the said *William Wyndham* the Son, and his First and other Sons, and their respective Issue Male as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male as aforesaid; Remainder to the Use of the future born Son and Sons of the said *William Wyndham* the Son, not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male; Remainder to the Use of *Alexander Wadham Wyndham*, Second Son of the said *William Wyndham* the Father, for his Life, sans Waste; with Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders; Remainder to the Use of *William Trevelyan Wyndham*, eldest Son of the said *Alexander Wadham Wyndham* for his Life, sans Waste; with Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders; Remainder to the Use of the First and other Sons of the said *William Trevelyan Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth, during their respective Lives, sans Waste; with Remainders respectively to the Use of the said Trustees during the Lives of such Sons respectively, in trust to preserve contingent Remainders; with Remainders respectively to the Use of their respective First and other Sons successively and in Remainder one after another in the Order of Birth in Tail Male, every elder of the said Sons of the said *William Trevelyan Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid; Remainder

*The Earl of Egremont's Estate Act, 1861.*

Remainder to the Use of the Son and Sons of the said *William Trevelyan Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male; Remainder to the Use of *Alfred Wyndham*, Second Son of the said *Alexander Wadham Wyndham*, for his Life, sans Waste; Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders; Remainders to the Use of the First and other Sons of the said *Alfred Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth, during their respective Lives, sans Waste; with Remainders respectively to the Use of the said Trustees during the respective Lives of such Sons respectively, in trust to preserve contingent Remainders; with Remainders respectively to the Use of their First and other Sons, successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the said Sons of the said *Alfred Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male as aforesaid; Remainder to the Use of the Son and Sons of the said *Alfred Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male; Remainder to the Use of *Spencer Wyndham*, Third Son of the said *Alexander Wadham Wyndham* for his Life, sans Waste; Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders; Remainder to the Use of the First and other Sons of the said *Spencer Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth during their respective Lives, sans Waste; with Remainders respectively to the Use of the said Trustees during the respective Lives of such Sons respectively, in trust to preserve contingent Remainders; with Remainders respectively to the Use of their respective First and other Sons, successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the said Sons of the said *Spencer Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid; Remainder to the Use of the Son and Sons of the said *Spencer Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another in the Order of Birth in Tail Male; Remainder to the Use of the Son and Sons of the said *Alexander Wadham Wyndham* to be thereafter born during the Testator's Life or in due Time after his Decease, successively according to Priority of Birth, during their respective Lives, sans Waste; with Remainders respectively to the Use of  
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*The Earl of Egremont's Estate Act, 1861.*

the said Trustees during the respective Lives of such subsequently born Sons, in trust to preserve contingent Remainders; with Remainders respectively to the Use of their respective First and other Sons successively and in remainder one after another as they respectively shall be in Priority of Birth in Tail Male, every elder of the same subsequently born Sons of the said *Alexander Wadham Wyndham*, and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and their respective Issue Male as aforesaid; Remainder to the Use of the future born Son and Sons of the said *Alexander Wadham Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male; Remainder to the Use of *George Wyndham*, then settled in *New South Wales*, the Third Son of the said *William Wyndham* the Father, for his Life, sans Waste; Remainder to the Use of the said Trustees during the Life of the said *George Wyndham*, in trust to preserve contingent Remainders; Remainder to the Use of *Alward Wyndham*, First Son of the said *George Wyndham*, for his Life, sans Waste; Remainder to the Use of the said Trustees during the Life of the said *Alward Wyndham*, in trust to preserve contingent Remainders; Remainder to the Use of the First and other Sons of the said *Alward Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth, sans Waste; with Remainders respectively to the Use of the said Trustees during the respective Lives of the said Sons respectively, in trust to preserve contingent Remainders; with Remainders respectively to the Use of their First and other Sons successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the said Sons of the said *Alward Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid; Remainder to the Use of the Son and Sons of the said *Alward Wyndham*, not born in the Testator's Lifetime or in due Time after his Death, successively and in remainder one after another according to Priority of Birth in Tail Male; Remainder to the Use of *George Wyndham* the younger, Second Son of the said *George Wyndham*, for his Life, sans Waste; Remainder to the Use of the said Trustees during the Life of the said *George Wyndham* the younger, in trust to preserve contingent Remainders; Remainder to the Use of the First and other Sons of the said *George Wyndham* the younger born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth, during their respective Lives, sans Waste; with Remainders respectively to the Use of the said Trustees during the respective Lives of such Sons respectively, in trust to preserve contingent Remainders; with



*The Earl of Egremont's Estate Act, 1861.*

with Remainders respectively to the Use of their respective First and other Sons, successively and in remainder one after another according to Priority of Birth in Tail Male, every elder of the said Sons of the said *George Wyndham* the younger and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid; Remainder to the Use of the Son and Sons of the said *George Wyndham* the younger not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male; Remainder to the Use of *John Wyndham*, Third Son of the said *George Wyndham*, for his Life, sans Waste; Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders; Remainder to the Use of the First and other Sons of the said *John Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth, during their respective Lives, sans Waste; with Remainders respectively to the Use of the said Trustees during the Lives of such Sons respectively, in trust to preserve contingent Remainders; with Remainders respectively to the Use of their respective First and other Sons successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the said Sons of the said *John Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid; Remainder to the Use of the Son and Sons of the said *John Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male; with Remainder to the Use of *Francis Wyndham*, Fourth Son of the said *George Wyndham*, during his Life, sans Waste; Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders; Remainder to the Use of the First and other Sons of the said *Francis Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth, during their respective Lives, sans Waste; with Remainders respectively to the Use of the said Trustees during the respective Lives of such Sons respectively, in trust to preserve contingent Remainders; with Remainders respectively to the Use of their First and other Sons successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the said Sons of the said *Francis Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid; Remainder to the Use of the Son and Sons of the said *Francis Wyndham* not born in the Testator's Lifetime or in due Time after

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*The Earl of Egremont's Estate Act, 1861.*

his Death, successively and in remainder one after another according to Priority of Birth in Tail Male; with Remainder to the Use of *Hugh Wyndham*, Fifth Son of the said *George Wyndham* for his Life, sans Waste; Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders; Remainder to the Use of the First and other Sons of the said *Hugh Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth, during their respective Lives, sans Waste; with Remainders respectively to the Use of the said Trustees during the Lives of such Sons respectively, in trust to preserve contingent Remainders; with Remainder to the Use of their respective First and other Sons successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the said Sons of the said *Hugh Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid; Remainder to the Use of the Son and Sons of the same *Hugh Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male; with Remainder to the Use of *Alexander Wyndham*, Sixth Son of the said *George Wyndham*, for his Life, sans Waste; Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders; Remainder to the Use of the First and other Sons of the said *Alexander Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth, during their respective Lives, sans Waste; with Remainders respectively to the Use of the said Trustees during the respective Lives of the said Sons respectively, in trust to preserve contingent Remainders; with Remainders respectively to the Use of their First and other Sons successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the said Sons of the said *Alexander Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid; Remainder to the Use of the Son and Sons of the said *Alexander Wyndham*, not born in the Testator's Lifetime or in due Time after his Death, successively and in remainder one after another according to Priority of Birth in Tail Male; with Remainder to the Use of every other Son of the said *George Wyndham* then already born (if any) or thereafter during the Testator's Life or in due Time after his Death to be born, successively according to Priority of Birth, during their respective Lives, sans Waste; with Remainders respectively to the Use of the said Trustees during the respective Lives of the same subsequently born Sons respectively, in trust to preserve contingent Remainders; Remainder to the

*The Earl of Egremont's Estate Act, 1861.*

the Use of their respective First and other Sons successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the said subsequently born Sons of the said *George Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid; Remainder to the Use of the Son and Sons of the said *George Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male; Remainder to the Use of *Francis Wyndham* Esquire, Fourth Son of the said *William Wyndham* the Father, for his Life, sans Waste; with Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders; Remainder to the Use of his First and other Sons born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth, during their respective Lives, sans Waste; with Remainders respectively to the Use of the said Trustees during the Lives of such Sons respectively, in trust to preserve contingent Remainders; with Remainders respectively to the Use of their respective First and other Sons successively and in remainder one after another in Order of Birth in Tail Male, every elder of the said Sons of the same *Francis Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid; Remainder to the Use of the Son and Sons of the same *Francis Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively in Tail Male; with Remainder to the Use of the Reverend *John Wyndham* Clerk, Fifth Son of the said *William Wyndham* the Father, and his Assigns, for his Life, sans Waste; Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders; Remainder to the Use of his only Son *Edward Sandford Wyndham*, for his Life, sans Waste; Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders; Remainder to the Use of the First and other Sons of the said *Edward Sandford Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth, during their respective Lives, sans Waste; with Remainders respectively to the Use of the said Trustees during the respective Lives of the said Sons respectively, in trust to preserve contingent Remainders; with Remainders respectively to the Use of their respective First and other Sons successively, and in remainder one after another in the Order of Birth in Tail Male, every elder of the said Sons of the said *Edward Sandford Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid; Remainder to the Use of the Son and Sons of the said

*Edward*

*The Earl of Egremont's Estate Act, 1861.*

*Edward Sandford Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male; with Remainder to the Use of every other Son thereafter, during the Testator's Life or in due Time after his Decease, to be born of the last-named *John Wyndham*, successively according to Priority of Birth, during the Life of each such Son respectively, sans Waste; with Remainders respectively to the Use of the said Trustees during the respective Lives of the said Sons respectively, in trust to preserve contingent Remainders; with Remainders respectively to the Use of their First and other Sons successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the said subsequently born Sons of the said *John Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid; Remainder to the Use of the Son and Sons of the said *John Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male; Remainder to the Use of *Charles Henry Wyndham*, a Lieutenant in Her Majesty's Seventh Regiment of Hussars, and Sixth Son of the said *William Wyndham* the Father, for his Life, sans Waste; Remainder to the Use of the said Trustees during his Life, in trust to preserve contingent Remainders; Remainder to the Use of the First and other Sons of the said *Charles Henry Wyndham* born in the Testator's Lifetime or in due Time after his Decease, successively according to Priority of Birth, during their respective Lives, sans Waste; with Remainders respectively to the Use of the said Trustees during the respective Lives of the said Sons respectively, in trust to preserve contingent Remainders; with Remainders respectively to the Use of their respective First and other Sons, successively and in remainder one after another in the Order of Birth in Tail Male, every elder of the said Sons of the said *Charles Henry Wyndham* and his First and other Sons, and their respective Issue Male, as aforesaid, being preferred to every younger of the same Sons and his First and other Sons, and their respective Issue Male, as aforesaid; Remainder to the Use of the Son and Sons of the said *Charles Henry Wyndham* not born in the Testator's Lifetime or in due Time after his Decease, successively and in remainder one after another according to Priority of Birth in Tail Male; with Remainder or Reversion to the Use of the Testator's own right Heirs for ever; and in the said Will there is contained a Power for the several Persons therein-before or to be in the same Settlement made Tenants for Life or in Tail Male of the Freehold Manors, Hereditaments, and Premises therein-before devised and directed to be settled, as and when, by virtue of the Limitations therein-before or to be in such Settlement contained, they should successively and respectively be beneficially entitled to the Possession

or

*The Earl of Egremont's Estate Act, 1861.*

or Receipt of the Rents and Profits of the same Manors, Hereditaments, and Premises, during their respective Lives, if such Person should be of the Age of Twenty-one Years or upwards, but if such Person should be under that Age then during such Minority for the Trustees to be in such Settlement named for preserving contingent Remainders, and the Survivor of them, and the Executors or Administrators of such Survivor, by such Deed or Instrument in Writing as therein mentioned, to appoint by way of Lease all and every or any of the Mines, Veins, and Seams of Iron, Ironstone, Coal, and other Mines or Minerals, and Quarries, found or discovered in, under, or upon any of the same Manors or other Hereditaments, or any of them, and also any Part of the same Lands and Hereditaments which it should or might be thought expedient to appoint by way of Lease with such Mines and Quarries, for the better and more effectually working the same, unto any Person or Persons, for any Term or Number of Years not exceeding Sixty Years, to take effect in possession, and not in reversion or by way of future Interest, with such Liberties, Licences, Powers, and Authorities as therein are mentioned, and at such Rents, Tolls, Duties, and Reservations, and upon such Conditions, as are therein prescribed; and the said Testator directed the Trustees or Trustee for the Time being of his said Will, after the Expiration of the said Period of Accumulation, to assign the said Leasehold Messuages, Lands, Tenements, Tithes, and Premises therein-before bequeathed, and held for Chattel Interests, but without Prejudice to the Incumbrances then affecting the same, if any such should be remaining unsatisfied, so as that the same should become vested in the said Trustees to be in the said Settlement named for preserving contingent Remainders for and during the Terms for which the same respectively should be held, upon certain Trusts therein mentioned, for Payment of Rents and Performance of Covenants, and for Renewal of Leases, and, subject thereto, upon and for such Trusts and Purposes, and with, under, and subject to such Powers, Provisoes, and Declarations, as, allowing for the Difference in the Tenures or Qualities thereof, would best and nearest correspond with the Uses, Trusts, and Purposes, Powers, Provisoes, and Declarations (the Power of exchanging excepted) therein-before declared and contained, or directed to be in such Settlement declared and contained, of and concerning the Freehold Manors, Hereditaments, and Premises therein-before devised and directed to be settled as aforesaid, but not so as to multiply Charges, so that the said Leasehold Premises, and the Rents and Profits thereof, might from Time to Time, and so far as the Rules of Law and Equity would admit, be, but subject as aforesaid, beneficially enjoyed by the Person who under the Limitations therein-before or to be in such Settlement contained should for the Time being be entitled to the Possession or the Receipt of the Rents of the same Freehold Manors, Hereditaments, and Premises, yet so nevertheless that the said Leasehold Premises held for a Chattel Interest should not vest

[*Private.*]4 *k*

absolutely

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*The Earl of Egremont's Estate Act, 1861.*

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absolutely in any Person who by virtue of the Limitations therein-before and to be in such Settlement contained might become Tenant in Tail Male by Purchase of the same Freehold Manors, Hereditaments, and Premises, and who should not attain the Age of Twenty one Years; and the said Testator further declared and directed that until the Arrival of the Period for making such Settlement as therein-before is directed of his said Freehold and Leasehold Manors, Hereditaments, and Premises therein-before devised and bequeathed, and directed to be settled respectively, the Trustees or Trustee for the Time being of that his Will should, but during the Life of his said Wife under her Inspection and subject to her Control, have the ordering and Management generally of the same Manors, Hereditaments, and Premises, and might hold the Courts of or belonging to the said Manors or any of them, and direct the Occupation, Cultivation, planting, Improvement, and Repair of the said Manors, Hereditaments, and Premises, the Insurances of the Buildings against Loss or Damage by Fire, the Receipt of the Rents, Issues, and Profits thereof, the granting Indulgences and making Allowances to Tenants, and the Direction of all other Matters relating to the Management of the same Manors, Hereditaments, and Premises, and that it should be lawful for the said Trustees or Trustee, during the Life of his said Wife with her Consent testified in Writing, and after her Decease of their or his own proper Authority, to let all or any Parts or Part of the said Manors, Hereditaments, and Premises, other than the Mansion Houses at *Silverton Park* and *Orchard Wyndham*, and their respective Offices, Outbuildings, Yards, Gardens, Orchards, Lawns, Plantations, and Pleasure Grounds, from Year to Year, at a Rackrent, and, but consistently with the Tenure thereof, to grant such Mining Leases of the same Manors, Hereditaments, and Premises respectively, or such Parts or Part thereof respectively, as he (the Testator) had therein-before empowered the several Tenants for Life in possession under the Settlement to be so made as aforesaid to make or appoint of the same Manors, Hereditaments, and Premises, or any Parts or Part thereof respectively; and the said Testator further declared that if the Trustees in and by that his Will named and appointed, or to be by virtue of the Provision now under recital appointed, or any of them, their or any of their Heirs, Executors, Administrators, or Assigns, should die, or go to reside out of the United Kingdom, or should desire to be discharged from or refuse or decline or become incapable to act in the Trusts thereby in them respectively reposed as aforesaid, or intended so to be, before the said Trusts should have been fully executed, then as often as any such Case should happen it should be lawful for the surviving, continuing, or other Trustees or Trustee, or the Executors or Administrators of the last surviving or continuing Trustee, but during the Life of his the Testator's said Wife with her Consent testified by some Writing sealed and delivered by her, by Deed or Instrument in Writing to be  
by

*The Earl of Egremont's Estate Act, 1861.*

by them or him respectively sealed and delivered in the Presence of and attested by One or more than One credible Witness, from Time to Time to nominate or appoint any other Person or Persons to be a Trustee or Trustees in the Place of the Trustee or Trustees so dying, or going to reside out of the United Kingdom, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid; and the said Testator directed that as often as any new Trustee should be nominated or appointed under the preceding Power all the Trust Estates, Monies, and Premises the Trustee or Trustees whereof should so die, or go to reside out of the United Kingdom, or desire to be discharged, or refuse, decline, or become incapable to act as aforesaid, or such of the said Trust Estates, Monies, and Premises as should then be subject to the Trusts of that his Will, should be thereupon, with all convenient Speed, conveyed, assigned, and transferred in such Manner and so that the same should and might be legally and effectually vested in the Person or Persons so to be appointed as aforesaid, either solely, or jointly with the surviving or continuing Trustees or Trustee, as Occasion should require, upon and for the Trusts, Intents, and Purposes therein-before declared and contained of and concerning the said Trust Estates, Monies, and Premises, or such of the said respective Trusts, Intents, and Purposes as should be then subsisting undetermined and capable of taking effect, and that every Person so to be appointed as aforesaid should have all the Powers and Authorities of the Trustee in whose Room he should be substituted; and the said Testator thereby appointed the said *John Walter Roberts, William Cookesley Thompson, Joseph Stroud, Robert Biddulph, Lawrence Walker*, and his (Testator's) said Wife, the said *Jane Countess of Egremont*, Executors of that his Will: And whereas the said Testator, by a Codicil to his said Will, which Codicil bears Date the Eleventh Day of *August* One thousand eight hundred and forty-four, and was duly executed, directed the Trustees or Trustee for the Time being of that Will, subject to the Trusts thereof to which the Payment of the Annuity of Four hundred Pounds thereby contingently given to the said *Caroline Fanny Voules* was subject, and out of the Rents and Profits out of which that Annuity was directed to be paid, to pay to the said *Caroline Fanny Voules*, on the happening of either of the same Contingencies, and in addition to the said Annuity, the further Annuity of One hundred Pounds during her Life, and directed the said Annuities of Four hundred Pounds and One hundred Pounds to be paid quarterly, and gave proportionate Parts of the said Annuities in the event therein mentioned; and after her Decease, happening in the Lifetime of *Melissa Elizabeth* (therein called *Melissa*) *Voules*, then residing at *Blackborough* aforesaid, and also before such Settlement made as directed by his Will, to pay to the said *Melissa Voules*, on the happening of either of Two Contingencies therein mentioned, and One of which happened,

an

First Codicil  
to Will,  
dated  
11th Aug.  
1844.

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*The Earl of Egremont's Estate Act, 1861.*

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an Annuity of Two hundred and fifty Pounds Sterling during the then Remainder of her Life, and to her Executors, Administrators, or Assigns a proportionate Part thereof in the event therein mentioned; and he revoked the Direction in his Will as to the appropriating Part of his devised Freehold Manors, Hereditaments, and Premises, being Freehold of Inheritance, and not directed to be sold, for answering the said yearly Rentcharge of Four hundred Pounds, and instead thereof he directed that by such Settlement some Part of the last-mentioned Manors, Hereditaments, and Premises, to be selected as therein mentioned, and to be so situate and let at such Rent or Rents as therein described, should be limited to Uses entitling the said *Caroline Fanny Voules*, her Executors, Administrators, and Assigns, if she should be then alive, and should have become entitled to the said Annuities of Four hundred Pounds and One hundred Pounds, to take in lieu of both those Annuities, and also in lieu of the said yearly Rentcharge of Four hundred Pounds, and proportionate Part thereof, therein-before revoked, One yearly Rent of Five hundred Pounds for her Life, to be issuing out of and charged upon the Hereditaments to be so selected as last aforesaid, and a proportionate Part thereof in the event therein mentioned, with Powers and Remedies for compelling Payment thereof, and that the Hereditaments so therein-before directed to be limited as aforesaid should (subject to the said yearly Rent of Five hundred Pounds, and Powers and Remedies,) be by the said Settlement further limited to Uses entitling the said *Melissa Voules*, her Executors, Administrators, and Assigns, if she should be then alive, and if either of the said Two Contingencies should have happened, to take, after the Death of the said *Caroline Fanny Voules*, or (if last happening) the making of such Settlement, and in lieu of the reversionary Annuity therein-before provided for her, if it should have become payable, One yearly Rent of Two hundred and fifty Pounds for her Life, to be issuing out of and charged and chargeable upon the Hereditaments to be so selected as last aforesaid, and a proportionate Part thereof in the event therein mentioned, with Powers and Remedies for compelling Payment thereof; and the said Testator directed that all and singular the Freehold Manors, Hereditaments, and Premises in and by his said Will directed to be settled, but as to the Hereditaments before in that Codicil directed to be charged with the said yearly Rents of Five hundred Pounds and Two hundred and fifty Pounds, without Prejudice to the same Rents, and to the Powers and Remedies therein-before provided for compelling Payment thereof, should be settled to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations in his said Will limited and expressed of and concerning the same or any Part thereof, other than the Uses and Intents therein declared and contained, and before in that Codicil revoked, limiting to the said  
*Caroline*



*The Earl of Egremont's Estate Act, 1861.*

*Caroline Fanny Voules* and her Assigns, in the Events and Manner in the said Will mentioned, the said yearly Rent of Four hundred Pounds, and a proportionate Part thereof, and the Powers and Remedies for compelling Payment thereof: And whereas the said Testator made a Second Codicil to his said Will, which Codicil bears Date the Thirty-first Day of *March* One thousand eight hundred and forty-five, and was duly executed, but the same does not now affect the Parts herein-before recited of the said Will: And whereas the said Testator *George Earl of Egremont* died on the Second Day of *April* One thousand eight hundred and forty-five, without having revoked or altered the said First Codicil, or, save as herein-before appears, the Parts herein-before recited of his said Will, and without leaving Issue, and was buried on the Tenth Day of *April* One thousand eight hundred and forty-five; and the same Will, with the said Codicils thereto, was duly proved in the Prerogative Court of the Archbishop of *Canterbury* by the said *Robert Biddulph* and *Lawrence Walker* on the Third Day of *October* One thousand eight hundred and forty-five: And whereas the said *John Walter Roberts* died on the Second Day of *October* One thousand eight hundred and forty-five: And whereas the said *Wadham Wyndham* (the Son of the said *William Wyndham* the Son) died in the Month of *April* One thousand eight hundred and forty-seven: And whereas the following Three Causes have been instituted and are now pending in the said Court of Chancery, for the Administration of the Estate of the said *George Earl of Egremont*; namely, first an Original Cause wherein the said *Jane Countess of Egremont* was and is Plaintiff, and the said *William Cookesley Thompson*, *Joseph Stroud* (since deceased), *Robert Biddulph*, *Lawrence Walker*, *William Miller* (since deceased) and *Frances* his Wife (now *Frances* the Wife of *Augustin Denis Pinon Duclos Vicomte de Valmer*), the Honorable *Francis Scott* and *Julia Frances Laura* his Wife, *William Wyndham* the Son, *William Wyndham* the Grandson (now of Age), *Edmund Wyndham* and *Arthur Wyndham* (both now of Age), *Wadham Wyndham* (since deceased), *Hugh Wyndham*, *Thomas Heathcote Wyndham* (the Six last-named Defendants then being respectively Infants, by the said *William Wyndham* the Son, their Guardian), *Alexander Wadham Wyndham*, *William Trevelyan Wyndham*, then an Infant, but now of Age, *Alfred Wyndham* (now of Age), *Spencer Wyndham* (the Two last-named Defendants then being respectively Infants, by the said *William Wyndham* the Son, their Guardian,) *Francis Wyndham*, *John Wyndham*, *Edward Sandford Wyndham* (an Infant, by the said *William Wyndham* the Son, his Guardian), *Charles Henry Wyndham* and *George Wyndham*, and *Alward Wyndham* and *George Wyndham* the younger, then Infants, but now of Age, *John Wyndham* the younger, *Francis Wyndham* the younger, and *Hugh Wyndham*

Second  
Codicil to  
Will, dated  
31st March  
1845.

[Private.]

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the

*The Earl of Egremont's Estate Act, 1861.*

the younger, all Three then Infants, but now of Age, *Alexander Wyndham*, *Charles Wyndham*, and *Guy Wyndham*, Infants, (the Nine last-named Defendants when they shall respectively come within the Jurisdiction,) and *Caroline Fanny Voules*, *Melissa Elizabeth Voules* (in the Bill called *Melissa Voules*), and *Tom Arthur Voules* (now the Reverend *Tom Arthur Voules*) were and are Defendants; secondly, a Supplemental Cause, wherein the said *Jane Countess of Egremont* was and is Plaintiff, and the said *William Cookesley Thompson*, *Joseph Stroud* (since deceased), *Robert Biddulph Lawrence Walker*, *Augustin Denis Pinon Duclos Vicomte de Valmer* and *Frances* his Wife, the Honorable *Francis Scott* and *Julia Frances Laura* his Wife, *William Wyndham* the Son, *William Wyndham* the Grandson, *Edmund Wyndham* now of Age, *Arthur Wyndham*, now of Age, *Hugh Wyndham*, and *Thomas Heathcote Wyndham*, (the last five-named Defendants then being respectively Infants, by the said *William Wyndham* the Son, their Guardian,) *Alexander Wadham Wyndham*, and *William Trevelyan Wyndham*, then an Infant, but now of Age, *Alfred Wyndham*, now of Age, and *Spencer Wyndham*, (the last two-named Defendants then being respectively Infants, by the said *William Wyndham* the Son, their Guardian,) *Francis Wyndham*, *John Wyndham*, *Edward Sandford Wyndham*, an Infant, by the said *William Wyndham* the Son, his Guardian, and *Charles Henry Wyndham*, and also *George Wyndham*, and *Alward Wyndham*, *George Wyndham* the younger, *John Wyndham* the younger, *Francis Wyndham* the younger, and *Hugh Wyndham* the younger, all Five then Infants, but now of Age, *Alexander Wyndham*, *Charles Wyndham*, *Guy Wyndham*, and *Reginald Wyndham*, Infants, (the Ten last-named Defendants being respectively out of the Jurisdiction of the said Court,) and *Caroline Fanny Voules*, *Melissa Elizabeth Voules*, and *Tom Arthur Voules* were and are Defendants; and, third, a Supplemental Cause, wherein the said *Jane Countess of Egremont* was and is Plaintiff, and the said *William Cookesley Thompson*, *Joseph Stroud* (since deceased), *Robert Biddulph*, *Lawrence Walker*, *Augustin Denis Pinon Duclos Vicomte de Valmer* and *Frances* his Wife, the Honorable *Francis Scott* and *Julia Frances Laura* his Wife, *William Wyndham* the Son, *William Wyndham* the Grandson, *Edmund Wyndham*, *Arthur Wyndham*, all Three then Infants, but now of Age, *Hugh Wyndham* and *Thomas Heathcote Wyndham*, both then and still Infants, *Alexander Wadham Wyndham*, and *William Trevelyan Wyndham*, then an Infant, but now of Age, *Alfred Wyndham*, also then an Infant, but now of Age, and *Spencer Wyndham*, then and still an Infant, *Francis Wyndham*, *John Wyndham*, *Edward Sandford Wyndham*, an Infant, *Charles Henry Wyndham*, and *George Wyndham*, and *Alward Wyndham*, *George Wyndham* the younger, *John Wyndham* the younger, *Francis Wyndham* the younger, and *Hugh Wyndham* the younger,

*The Earl of Egremont's Estate Act, 1861.*

younger, all Five then Infants, but now of Age, *Alexander Wyndham*, *Charles Wyndham*, *Guy Wyndham*, *Reginald Wyndham*, and *Wadham Wyndham*, (the Eleven last-named Defendants being out of the Jurisdiction of the Court, but having appeared to and answered the Bill,) and *Caroline Fanny Voules*, *Melissa Elizabeth Voules*, and *Tom Arthur Voules*, were and are Defendants: And whereas in pursuance of a Decree of the said Court of Chancery made on the Twenty-seventh Day of *March* One thousand eight hundred and forty-six, on the Hearing of the said Original Cause of *Egremont v. Thompson*, by which Decree it was referred to the Master in rotation to inquire and report on those Points, amongst others, *Nassau William Senior* Esquire, the Master to whom that Cause stood referred, by his separate Report, bearing Date the Seventh Day of *July* One thousand eight hundred and forty-seven, and confirmed by an Order in the same Cause bearing Date the Ninth Day of *August* One thousand eight hundred and forty-seven, found that the said *George Earl of Egremont*, the Testator in that Cause, left the said Defendant *Julia Frances Laura Scott*, the Wife of the said Defendant *Francis Scott*, and *Frances Miller*, then the Wife of the said late Defendant *William Miller* deceased, now the Wife of the said *Augustin Denis Pinon Duclos* Vicomte de *Valmer*, his Co-heiresses at Law; and he found that the said *William Wyndham* the Son had been only once married, and that he intermarried with *Ellen Heathcote* (who was then still living) on the Fourteenth Day of *June* One thousand eight hundred and thirty-one, by whom he had Issue Six Sons, and no more, (that is to say,) the said *William Wyndham* the Grandson, who was born on the Twelfth Day of *January* One thousand eight hundred and thirty-four, the said *Edmund Wyndham*, who was born on the Twentieth Day of *September* One thousand eight hundred and thirty-five, the said *Arthur Wyndham*, who was born on the Twenty-third Day of *January* One thousand eight hundred and thirty-seven, the said late Defendant *Wadham Wyndham*, who was born on the Tenth Day of *July* One thousand eight hundred and thirty-eight, and who died in the Month of *April* One thousand eight hundred and forty-seven, the said *Hugh Wyndham*, who was born on the Eighth Day of *October* One thousand eight hundred and thirty-nine, and the said *Thomas Heathcote Wyndham*, who was born on the Fourteenth Day of *February* One thousand eight hundred and forty-five; and he found that neither of the said Six Sons of the said *William Wyndham* the Son had been married, and that (except the said late Defendant *Wadham Wyndham*) they were all then living; and he found that the said *Alexander Wadham Wyndham* had been only once married, and that he intermarried on the Twenty-second Day of *June* One thousand eight hundred and thirty with *Emma Trevelyan*, by whom he had Issue Four Sons, and no more, (that is to say,) the said *William Trevelyan Wyndham*, who was born on the Thirtieth Day of *April* One

Master's  
Report in  
First Cause,  
dated  
7th July  
1847.

*The Earl of Egremont's Estate Act, 1861.*

One thousand eight hundred and thirty-one, *Raleigh Wyndham*, who was born on the Fifth Day of *December* One thousand eight hundred and thirty-three, and died in the Month of *December* in the same Year, the said *Alfred Wyndham*, who was born on the Fourth Day of *November* One thousand eight hundred and thirty-six, and the said *Spencer Wyndham*, who was born on the Twenty-fifth Day of *September* One thousand eight hundred and thirty-eight; and he found that neither of the said Four Sons of the said *Alexander Wadham Wyndham* had been married, and that (except the said *Raleigh Wyndham*) they were all then living; and he found that the said *George Wyndham* had been only once married, and that he intermarried on the twenty-sixth Day of *April* One thousand eight hundred and twenty-seven with *Margaret Jay*, by whom he had Issue Ten Sons, and no more, (that was to say,) the said *Alward Wyndham*, who was born on the Ninth Day of *April* One thousand eight hundred and twenty-eight, the said *George Wyndham* the younger, who was born on the Fifth Day of *April* One thousand eight hundred and thirty-one, *William Wyndham*, who was born in the Month of *June* One thousand eight hundred and thirty-two and died in the Month of *January* One thousand eight hundred and thirty-three, the said *John Wyndham* the younger, who was born on the Sixteenth Day of *October* One thousand eight hundred and thirty-three, the said *Francis Wyndham* the younger, who was born on the Third Day of *February* One thousand eight hundred and thirty-five, the said *Hugh Wyndham* the younger, who was born on the Third Day of *July* One thousand eight hundred and thirty-six, the said *Alexander Wyndham*, who was born in the Month of *September* One thousand eight hundred and forty, and *Charles Wyndham*, who was born on the Tenth Day of *March* One thousand eight hundred and forty-two, *Guy Wyndham*, who was born on the Fifth Day of *November* One thousand eight hundred and forty-three, and *Reginald Wyndham*, who was born on the Eighteenth Day of *August* One thousand eight hundred and forty-five; and he found that neither of the said Sons of the said *George Wyndham* had been married, and that, except the said *William Wyndham* the younger (therein described as *Wadham Wyndham* the younger), they were all then living; and he found that the said *Francis Wyndham* had never been married; and he found that the said *John Wyndham* had been only once married, and that he intermarried on the Twenty-fourth Day of *September* One thousand eight hundred and forty with *Mary Wapshare*, by whom he had Issue One Son only, (that was to say,) the said *Edward Sandford Wyndham*, who was born on the Eighteenth Day of *February* One thousand eight hundred and forty-two; and he found that the said *Charles Henry Wyndham* had never been married; and he found that the said *William Wyndham* the Son, *William Wyndham* the Grandson, *Edmund Wyndham*,  
*Arthur*

*The Earl of Egremont's Estate Act, 1861.*

*Arthur Wyndham, Wadham Wyndham, Hugh Wyndham, Alexander Wadham Wyndham, William Trevelyan Wyndham, Alfred Wyndham, Spencer Wyndham, George Wyndham, Alward Wyndham, George Wyndham the younger, John Wyndham the younger, Francis Wyndham the younger, Hugh Wyndham the younger, Alexander Wyndham, Francis Wyndham, John Wyndham, Edward Sandford Wyndham, and Charles Henry Wyndham, being the several and respective Persons named in the said Testator's Will as Tenants for Life of his Estates thereby settled as aforesaid, and also the said Thomas Heathcote Wyndham, Charles Wyndham, and Guy Wyndham, being Three of the Four other Sons of the several and respective Persons aforesaid born in the said Testator's Lifetime or in due Time after his Decease, were respectively Parties as aforesaid, or were named as Parties to the said Suit, but that the said Reginald Wyndham, the other Son of the said George Wyndham, born in due Time after the Decease of the said Testator, was not a Party nor named as a Party to the said Suit; and he found that none of such Parties respectively had had born any Son or Sons not born in the said Testator's Lifetime or in due Time after his Decease, as aforesaid: And whereas, in pursuance of a Decree of the said Court of Chancery, made on the Twentieth Day of March One thousand eight hundred and fifty, on the hearing of the thirdly herein-before mentioned Cause, by which Decree it was referred to the Master to whom the Original Cause of *Egremont v. Thompson* was referred to inquire and report on those Points, among others, the said Master Nassau William Senior Esquire, by his Report, bearing Date the Twenty-fifth Day of May One thousand eight hundred and fifty, and confirmed by an Order in the same Cause, bearing Date the Third Day of June in the same Year, found that on the Thirteenth Day of November One thousand eight hundred and forty-eight the said Defendant George Wyndham, who was continuing to reside in *New South Wales*, had another Son born there, who was the Defendant Wadham Wyndham in the said thirdly herein-before mentioned Cause: And whereas the same Wadham Wyndham, neither having been born in the Lifetime nor in due Time after the Death of the said Testator George Earl of *Egremont*, is, under the Limitations by that Testator's Will, directed to be inserted in the Settlement to be made of his Freehold Manors, Hereditaments, and Premises devised by his said Will, and being Freehold of Inheritance, and not therein-before directed to be sold, Tenant in Tail Male in remainder of the same Manors, Hereditaments, and Premises: And whereas, in pursuance of the said Decree of the Twenty-seventh Day of March One thousand eight hundred and forty-six, by which it was referred to him to inquire and report on those Points, the said Master Nassau William Senior Esquire, by his General Report, bearing Date the First Day of July One thousand eight hundred and forty-nine, which stands absolutely confirmed by an Order made in the first and*

Master's  
Report in  
Third Cause,  
dated  
25th May  
1850.

Master's  
General  
Report in  
First and  
Second  
Causes, dated  
1st July  
1849.

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secondly

*The Earl of Egremont's Estate Act, 1861.*

secondly herein-before mentioned Causes on the Tenth Day of *August* One thousand eight hundred and forty-nine, reported to the Court what were the Estates, as well Freehold of Inheritance as held under any Leases for a Life or Lives or for any Term or Terms of Years, which the said Testator *George Earl of Egremont* was seised or possessed of or entitled to at the Time of his Death, and from the Schedules to that Report it appears that amongst such Freehold Estates are included divers Messuages, Lands, and Hereditaments situate in one or other of the said Parishes of *Saint Decumans* and *Old Cleeve* in the said County of *Somerset* (being the Messuages, Lands, and Hereditaments comprised in the First and Fourth Parts of the Schedule to this Act), and also certain Messuages and Lands situate in the Town of *Watchet* and in the Village of *Williton* in the said Parish of *Saint Decumans* (herein-after recited to have been sold and conveyed away to the *West Somerset Mineral Railway Company*), and that amongst such Estates held under Leases for Terms of Years are included certain Messuages, Lands, and Hereditaments, also situate in one or other of the said Parishes of *Saint Decumans* and *Old Cleeve* in the said County of *Somerset*, being the Messuages, Lands, and Hereditaments comprised in the Second Part of the Schedule to this Act; and the said Master found that the said Testator was not at the Time of his Death seised of or entitled to or possessed of any Customary or Copyhold Estates whatsoever: And whereas by an Indenture bearing Date the Eleventh Day of *January* One thousand eight hundred and forty-seven, and made between *William Gimblett*, therein described, of the one Part, and the said *William Cookesley Thompson*, *Joseph Stroud* (since deceased), *Robert Biddulph*, and *Lawrence Walker* of the other Part, for the valuable Consideration therein mentioned, all that Close of Meadow Land contained by Estimation Two Acres, situate within the Parish of *Saint Decumans* aforesaid, and commonly called *Tipper's Ground*, (being the Hereditaments described as *Tipper's Meadow* comprised in the Third Part of the Schedule to this Act,) was conveyed by the said *William Gimblett* unto and to the Use of the said *William Cookesley Thompson*, *Joseph Stroud*, *Robert Biddulph*, and *Lawrence Walker*, their Heirs and Assigns, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations in the said recited Will of the said Earl declared and contained concerning the Estates thereby devised, and not directed to be sold, and then subsisting and capable of taking effect: And whereas by an Order of Exchange under the Seal of the Inclosure Commissioners for *England* and *Wales* and the Hands of Two of them, dated the Thirty-first Day of *January* One thousand eight hundred and forty-nine, consequent on the Application to them of the said *William Cookesley Thompson*, *Joseph Stroud*, *Robert Biddulph*, and *Lawrence Walker*, and also of the Reverend *John Frederick Doveton* Clerk,

Indenture,  
dated  
11th Jan.  
1847.

Order of  
Exchange  
under Seal  
of Inclosure  
Commis-  
sioners, dated  
31st Jan.  
1849.

*The Earl of Egremont's Estate Act, 1861.*

Clerk, who were therein described as the Persons respectively who, under the Provisions of the Act passed in the Ninth Year of Her Majesty's Reign, intituled *An Act to facilitate the Inclosure and Improvement of Commons and Lands held in Common, the Exchange of Lands, and the Division of intermixed Lands, to provide Remedies for defective or incomplete Execution and for the Non-execution of the Powers of General and Local Inclosure Acts, and to provide for the Revival of such Powers in certain Cases*, were interested in the Hereditaments to be exchanged, the said Inclosure Commissioners did order and declare that the Pieces of Land specified in the Second Schedule thereunder, and therein described as Three Pieces or Parcels of Land in the Parish of *Saint Decumans* aforesaid, known as One Moiety of *Twiney*, containing Two Roods and Thirty-five Perches, an Orchard by the River, containing Three Roods and Seventeen Perches, and *The Grove*, containing One Acre Two Roods and Two Perches (being the same Hereditaments which under the same Description are comprised in the Third Part of the Schedule to this Act), should be taken and thenceforward become and be the Land of the said *William Cookesley Thompson, Joseph Stroud, Robert Biddulph, and Lawrence Walker*, in Exchange for certain Lands therein described, which were given by them and formed Part of the Estates by the said recited Will devised and directed to be settled:

And whereas by an Indenture bearing Date the Twenty-second Day of *December* One thousand eight hundred and forty-nine, and made between *Thomas Westcot* of *Williton* within the said Parish of *Saint Decumans*, Yeoman, of the one Part, and the said *William Cookesley Thompson, Joseph Stroud* (since deceased), *Robert Biddulph, and Lawrence Walker* of the other Part, for the valuable Consideration therein mentioned and expressed to be paid by the said *William Cookesley Thompson, Joseph Stroud, Robert Biddulph, and Lawrence Walker*, out of Monies belonging to them as surviving Trustees of the Will of the said Earl, and arising from the Sale of Lands thereby devised and not directed to be sold, all those Two Plots or Parcels of Ground commonly called *Eastern Magland* and *Western Magland*, containing by Estimation Two Acres, which said Parcel called *Eastern Magland* lies by Landshare in a Field called *Higher Magland* in the Parish of *Saint Decumans* aforesaid, and numbered 744 on the Map annexed to the Tithe Commutation Award of the same Parish, and the said Parcel called *Western Magland* lies by Landshare in a Field called *Lower Magland* in the same Parish, and is, together with the Parcel of Land next described, and to which it adjoins, comprised under the Number 748 in the said Map, and also all that Piece or Parcel of Arable Land containing by Estimation Three Quarters of an Acre, lying by Landshare in the said Field called *Lower Magland*, and is, with the said Parcel of Land, called *Western Magland*, comprised under the said Number 748 on the said

8 & 9 Vict.  
c. 118.Indenture,  
dated  
22d Dec.  
1849.

Map,

*The Earl of Egremont's Estate Act, 1861.*

Indenture,  
dated  
27th Jan.  
1854.

Map, (the Lands and Hereditaments thus described being the Lands and Hereditaments referred to in the Third Part of the Schedule to this Act as Numbers 744 and 748 on the Tithe Commutation Plan for the Parish last aforesaid,) were conveyed by the said *Thomas Westcot* unto and to the Use of the said *William Cookesley Thompson, Joseph Stroud, Robert Biddulph, and Lawrence Walker*, their Heirs and Assigns, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations in the said recited Will of the said *George Earl of Egremont*, declared and contained of and concerning Lands to be purchased with Monies arising from the Sale of Lands thereby devised, and not directed to be sold: And whereas by an Indenture bearing Date the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four, and made between *John Wansbrough* of the Parish of *Old Cleeve* in the said County of *Somerset*, Paper Maker, of the one Part, and the said *William Cookesley Thompson, Joseph Stroud* (since deceased), *Robert Biddulph*, and *Lawrence Walker* of the other Part, for the valuable Consideration therein mentioned and expressed to be paid by the said *William Cookesley Thompson, Joseph Stroud, Robert Biddulph, and Lawrence Walker*, out of Monies belonging to them as surviving Trustees of the Will of the said Earl, and arising from the Sale of Lands thereby devised and not directed to be sold, all that Piece or Parcel of Arable Land formerly in the Occupation of *James Potter*, and then of the said *John Wansbrough*, containing by Estimation One Acre and a Half or thereabouts, lying by Landshare in a Common Field called *Higher Magland* in the Parish of *Saint Decumans* aforesaid, and which on the Map annexed to the Tithe Commutation Award of the said Parish is numbered 746*a*, (being the Lands and Hereditaments referred to in the Third Schedule to this Act as Number 746*a* on that Plan,) was conveyed by the said *John Wansbrough* unto and to the Use of the said *William Cookesley Thompson, Joseph Stroud, Robert Biddulph, and Lawrence Walker*, their Heirs and Assigns for ever, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations by and in the said recited Will of the said *George Earl of Egremont* declared and contained of and concerning Lands to be purchased with Monies arising from the Sale of Lands thereby devised, and not directed to be sold: And whereas by an Indenture dated the Eighteenth Day of *June* One thousand eight hundred and fifty-one, and made between the said *William Cookesley Thompson, Joseph Stroud* (since deceased), *Robert Biddulph*, and *Lawrence Walker*, therein described as surviving Devisees in Trust of the said Will of the said *George Earl of Egremont*, of the First Part, the said *Robert Biddulph* and *Lawrence Walker*, as the acting Executors under the same Will, of the Second Part, *Charles Pugh*, therein described, of the Third Part, the said *Jane Countess*

Indenture,  
dated  
18th June  
1851.



*The Earl of Egremont's Estate Act, 1861.*

Countess of *Egremont* of the Fourth Part, and *Thomas James Agar Robartes* of *Lanhydrock* in the County of *Cornwall*, Esquire, of the Fifth Part, after reciting, amongst other things, that the said Testator, *George Earl of Egremont*, died seised in Fee of the Freehold Hereditaments therein-after described (save such Parts thereof as are therein particularly mentioned), and that, in Exercise of a Power for that Purpose contained in the said Will, the said *William Cookesley Thompson*, *Joseph Stroud*, *Robert Biddulph*, and *Lawrence Walker* sold certain of the Hereditaments by the said Will directed to be settled, and out of the Monies thence arising purchased the Freehold Hereditaments therein-after thirdly and fourthly described, and mentioned to be thereby granted, and that by the Two Indentures of the Eleventh Day of *January* One thousand eight hundred and forty-seven and the Twenty-second Day of *December* One thousand eight hundred and forty-nine, severally therein and herein-before recited, the said thirdly and fourthly described Freehold Hereditaments were respectively conveyed to the said *William Cookesley Thompson*, *Joseph Stroud*, *Robert Biddulph*, and *Lawrence Walker*, their Heirs and Assigns, as therein and herein-before mentioned, and reciting that by the Order of Exchange under the Seal of the Inclosure Commissioners, dated the Thirty-first Day of *January* One thousand eight hundred and forty-nine, also herein-before recited, the Freehold Hereditaments therein-after fifthly described, and mentioned to be thereby granted, were taken in Exchange, as therein and herein-before mentioned, and also reciting that the said *George Earl of Egremont* died possessed of the Leasehold Hereditaments therein-after mentioned to be thereby assigned for all the Residues then unexpired respectively of the therein-after mentioned Terms therein respectively, (that is to say,) as to such of the same Hereditaments as were therein-after first described for all the then Residue of a Term of Nine hundred Years created therein by an Indenture bearing Date on or about the Thirtieth Day of *August* One thousand eight hundred and six, and made between *Thomas Welsh*, therein described, of the one Part, and *William Hole*, therein described, of the other Part, and as to such of the said Leasehold Hereditaments as were therein-after secondly described for all the then Residue of a Term of Five thousand Years created therein by an Indenture bearing Date on or about the First Day of *May* One thousand eight hundred and twenty-seven, and made between *Robert Winter*, therein described, of the one Part, and *James Newcombe*, therein described, of the other Part, (the Term last mentioned being without Impeachment of Waste,) and as to such of the said Leasehold Hereditaments as were therein-after thirdly described, for all the then Residue of a Term of One thousand Years created therein by an Indenture bearing Date on or about the Twenty-third Day of *January* One thousand eight hundred and one, and made between *William Michell*, therein described, of the one Part, and *John Biffin*, therein

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*The Earl of Egremont's Estate Act, 1861.*

therein described, of the other Part, it was witnessed, that, in obedience to a certain Order of the Court of Chancery therein before recited, and for the Considerations therein expressed, the said *William Cookesley Thompson, Joseph Stroud, Robert Biddulph, and Lawrence Walker*, and as to the said *William Cookesley Thompson and Joseph Stroud*, with the Privity, Consent, and Approbation of the said *Robert Biddulph and Lawrence Walker* as such acting Executors as aforesaid of the said *George Earl of Egremont*, did grant, and the said *Charles Pugh* did release, and the said *Jane Countess of Egremont*, for the Purpose of extinguishing her Right or Title of or to Dower out of the Hereditaments therein after first described, or such of them out of which she was entitled to Dower, did also thereby release unto the said *Thomas James Agar Robartes* and his Heirs, first (*inter alia*), all those the Manors or Lordships or reputed Manors or Lordships of *Williton Regis, Williton Fulford, Williton Hadley, and Watchet*, with their and every of their Rights, Members, and Appurtenances, in the County of *Somerset*, and all and singular other the Manors or Lordships or reputed Manors or Lordships, Messuages, Lands, and Tenements, and Parts or Shares or Part or Share of Manors or Lordships or reputed Manors or Lordships, Messuages, Lands, and Tenements, Rents, Services, and Hereditaments whatsoever, then late of the said *George Earl of Egremont*, and then of the Parties thereto of the First Part, as his surviving Devisees in Trust as aforesaid, of or to which the Right Honourable *Charles Earl of Egremont* was seised or entitled for an Estate of Inheritance in possession, reversion, remainder, or expectancy, situate, lying, and being in or within the Towns, Parishes, Villages, Hamlets, Precincts, or Territories therein named, including the Parishes of *Saint Decumans* and *Old Cleeve* in the said County of *Somerset*, also all that Messuage or Burgage consisting of Three several Dwelling Houses or Apartments, with the Courts and Appurtenances thereto, situate on the North Side of *West Street* in *Watchet* aforesaid, also all those Three several Pieces of Arable or Pasture Land theretofore in the Occupation of *Joanna Boswell*, Widow, lying in a certain Field of Landshare there, called *Culvercliffe*, and containing together by Estimation about Two and a Half Acres, in the Parish of *Saint Decumans* aforesaid, within the Tithing of *Sampford Brett*, also all that Messuage, Burgage, and Inn situate in *Watchet* aforesaid, and then called *The Jolly Sailor* (in the foregoing Description being included the Messuages, Lands, and Hereditaments comprised in the First and Fourth Parts of the Schedule to this Act), also, thirdly, all that Close of Meadow Land containing by Estimation Two Acres, in the Parish of *Saint Decumans*, and commonly called *Tipper's Ground*, and, fourthly, all those Two Plots or Parcels of Ground called *Eastern Magland* and *Western Magland*, containing by Estimation Two Acres, and all that One Piece of Arable Land, containing by Estimation Three Quarters of an Acre, lying

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*The Earl of Egremont's Estate Act, 1861.*

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lying by Landshare in the said Field called *Lower Magland* in the said Parish of *Saint Decumans*, and, fifthly, all those Three Pieces or Parcels of Land in the said Parish of *Saint Decumans* known by the respective Descriptions and containing the respective Quantities following, namely, *Moiety of Twiney*, Two Roods Thirty-five Perches, an Orchard by the River, Three Roods Seventeen Perches, Grove, One Acre Two Roods and Two Perches (the foregoing Third, Fourth, and Fifth Descriptions comprising certain of the Messuages, Lands, and Hereditaments included in the Third Part of the Schedule to this Act), to hold the said Manors or Lordships, Messuages, Farms, Lands, Tenements, Parts, and other Hereditaments and Premises thereby granted and released unto and to the Use of the said *Thomas James Agar Robartes*, his Heirs and Assigns, subject to the Proviso therein-after contained and herein-after recited for Redemption of the said Premises; and by the Indenture now under recital it was further witnessed, that, in further Obedience to the therein-before recited Order, and for the Consideration aforesaid, the said Parties thereto of the First Part, with the Assent of the Parties thereto of the Second Part, did assign unto the said *Thomas James Agar Robartes*, his Executors, Administrators, and Assigns, first, all those Three Messuages or Dwelling Houses lying in *Watchet* in the said Parish of *Saint Decumans* in the said County of *Somerset*, and adjoining each other, theretofore in the Occupations respectively of *James Browning*, *Richard Allen*, and *Thomas Hawkes*, and the One of them lying next adjacent to the Bridge and Sea there, and all that One Piece of Arable or Pasture Ground lying by Landshare in a Common Field called *Culvercliffe* in the said Parish of *Saint Decumans*, containing about Three Yards of Ground, and in the Occupation theretofore of *Henry George Hole*, secondly, all that Messuage, Tenement, or Dwelling House, together with the Malt-house, Curtilage, and Garden thereto adjoining and belonging, situate within the Borough of *Watchet* in the Parish of *Saint Decumans* aforesaid, theretofore in the Tenure of *Robert Norman*, thirdly, all those Two several Closes of Land formerly known by the Name of *Doniford's Plots*, and described to contain Two and a Half Acres more or less, but since and then more usually called "*The Rapp and Ivywell*," and actually containing by Admeasurement Three Acres One Rood and Ten Perches, more or less, situate at or near *Doniford* within the Parish of *Saint Decumans* aforesaid, and theretofore in the Occupation of *John Pulman*, together with all and singular the Rights, Members, and Appurtenances thereof respectively (in the foregoing Description being included the Messuages, Lands, and Hereditaments comprised in the Second Part of the Schedule to this Act), to hold unto the said *Thomas James Agar Robartes*, his Executors, Administrators, and Assigns, thenceforth for all the Residues then unexpired respectively of the aforesaid Terms of Nine hundred  
Years,

*The Earl of Egremont's Estate Act, 1861.*

Years, Five thousand Years, and One thousand Years, created therein respectively as aforesaid, and for all other the Terms and Interests therein respectively of the said Parties thereto of the First Part, subject nevertheless to the Proviso therein-after contained and herein-after in part recited; and in the Indenture now under recital there is contained a Proviso for Redemption of the Premises thereby granted and assigned, and for the Re-conveyance and Re-assignment thereof respectively unto the said *William Cookesley Thompson, Joseph Stroud, Robert Biddulph, and Lawrence Walker*, their Heirs, Executors, Administrators, and Assigns respectively, upon and for the then subsisting Trusts and Purposes of the said recited Will of the said *George Earl of Egremont*, on Payment by them to the said *Thomas James Agar Robartes*, his Executors, Administrators, or Assigns, of the Sum of Eighty thousand Pounds, and Interest for the same, as therein mentioned, which Principal Money still remains wholly unpaid: And whereas the said *Joseph Stroud* died on the Twenty-first Day of *August* One thousand eight hundred and fifty-five: And whereas by an Indenture bearing Date the Sixth Day of *October* One thousand eight hundred and fifty-six, and made between *Lavinia Hole of Watchet* aforesaid, Widow, of the First Part, *William Henry Perkins Hole* of the same Place, Gentleman, of the Second Part, and the said *William Cookesley Thompson, Robert Biddulph, and Lawrence Walker*, of the Third Part, for the valuable Consideration therein mentioned, all that newly built Malthouse situate in *Back Street* in the said Town of *Watchet* in the said Parish of *Saint Decumans* in the said County of *Somerset*, then in the Tenure or Occupation of *William Stoate*, adjoining Two Cottages and Gardens situate also in *Back Street* aforesaid, then or lately occupied by *Mary Bindon* and *Frederick Pittaway*, and the Rights, Members, and Appurtenances thereof, (being the Malthouse referred to in the Third Part of the Schedule to this Act as Number 907 on the Tithe Commutation Plan for the same Parish,) were conveyed by the said *Lavinia Hole* and *William Henry Perkins Hole*, subject to a Lease thereof to the said *William Stoate*, for the Remainder of a Term of Twenty Years commencing from *Lady Day* One thousand eight hundred and forty-eight, and created by Indenture bearing the Date of the Year of our Lord One thousand eight hundred and forty-seven, unto and to the Use of the said *William Cookesley Thompson, Robert Biddulph, and Lawrence Walker*, their Heirs and Assigns, upon and for the Trusts and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations by and in the said recited Will of the said *George Earl of Egremont* declared and contained concerning his Freehold Estates thereby devised and directed to be settled, and then subsisting and capable of taking effect: And whereas by an Indenture bearing Date the Second Day of *July* One thousand eight hundred and fifty-eight, and made between the said *William Cookesley Thompson,*

Indenture,  
dated  
6th Oct.  
1856.

Indenture,  
dated  
2d July  
1858.

*The Earl of Egremont's Estate Act, 1861.*

*Thompson, Robert Biddulph, and Lawrence Walker* of the First Part, the said *Jane Countess of Egremont* of the Second Part, the said *Thomas James Agar Robartes* of the Third Part, and the *West Somerset Mineral Railway Company* of the Fourth Part, divers Hereditaments described in a Schedule to that Indenture, and amongst them certain Messuages and Lands situate at *Watchet* and *Williton* aforesaid, by the said Testator's Will devised and directed to be settled and included in the Schedule to the said recited Report of the First Day of *July* One thousand eight hundred and forty-nine, but not included in the Schedule to this Act, have, under the Provisions and for the Purposes of "The *West Somerset Mineral Railway Act, 1855,*" and "The *West Somerset Mineral Railway Extension Act, 1857,*" been conveyed to the said Company, their Successors and Assigns, for ever, according to the true Intent and Meaning of the said Acts: And whereas by an Indenture bearing Date the Ninth Day of *December* One thousand eight hundred and fifty-eight, and made between *John Gimblett*, then late of *Watchet*, but then of *Pitminster* in the County of *Somerset*, Merchant, of the one Part, and the said *William Cookesley Thompson, Robert Biddulph, and Lawrence Walker* of the other Part, for the valuable Consideration therein mentioned, all that Piece or Parcel of Ground situate in the Town of *Watchet* aforesaid, whereon or on Parts whereof were standing Two Limekilns, a Warehouse and Sheds, a Dwelling House and Three Stables, together with the said Two Limekilns, Warehouse, Sheds, Dwelling House, and Stables, and the Garden thereto belonging, and also certain other Premises therein mentioned, and then in the Occupation of the said *John Gimblett*, (being the Premises referred to in the Third Part of the Schedule to this Act, numbered 1013, 1014, and 1015 on the said Tithe Commutation Plan for the Parish of *Saint Decumans* aforesaid,) were conveyed by the said *John Gimblett* unto and to the Use of the said *William Cookesley Thompson, Robert Biddulph, and Lawrence Walker*, their Heirs and Assigns for ever, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations by and in the said recited Will of the said Earl declared and contained, and then subsisting and capable of taking effect, of and concerning the Freehold Hereditaments by the said Will devised and directed to be settled: And whereas by an Order of the said Court of Chancery, made on the Twenty-third Day of *June* One thousand eight hundred and fifty-nine, in the Three Causes aforesaid, by his Honor the Vice-Chancellor Sir *Richard Torin Kindersley*, upon the Application of the Defendants *William Cookesley Thompson, Robert Biddulph, and Lawrence Walker*, the surviving Devisees in Trust under the Will of the said *George* late Earl of *Egremont*, the Testator in the Pleadings of the said Causes named, and upon hearing the Solicitors for the Applicants and for the Plaintiff and for the Defendants *William Wyndham* the Son,

Indenture,  
dated  
9th Dec.  
1858.

Order of  
Court dated  
23d June  
1859.

[Private.]

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*William*

*The Earl of Egremont's Estate Act, 1861.*

*William Wyndham* the Grandson, *Edmund Wyndham*, *Arthur Wyndham*, *Hugh Wyndham*, and *Thomas Heathcote Wyndham*, *Alexander Wadham Wyndham*, *William Trevelyan Wyndham*, and *Alfred Wyndham*, and *Spencer Wyndham*, Infants, *Francis Wyndham*, *John Wyndham*, *Edward Sandford Wyndham*, an Infant, *Charles Henry Wyndham*, and *George Wyndham*, and *Alward Wyndham*, *George Wyndham*, the younger, *John Wyndham* the younger, *Francis Wyndham* the younger, and *Hugh Wyndham* the younger, *Alexander Wyndham*, *Charles Wyndham*, *Guy Wyndham*, *Reginald Wyndham*, and *Wadham Wyndham*, respectively Infants, by *William Wyndham* their Guardian, and for the Defendants the Honorable *Francis Scott* and *Julia Frances Laura* his Wife; and upon reading, amongst other things, an Affidavit of *Lawrence Walker* filed the Tenth Day of December One thousand eight hundred and fifty-seven, and the Exhibit A. therein referred to, being the Draft Will of the said Testator *George Earl of Egremont*, and a further Affidavit of the said *Lawrence Walker*, filed the Twenty-second Day of June One thousand eight hundred and fifty-nine, and the Exhibit A. therein referred to, being a Schedule of the Lands in the said Application mentioned, and his Honor the Judge to whose Court those Causes were attached being of opinion that it would be fit and proper, and for the Benefit of the Persons interested in the Estates devised by the Will of the said Testator, that the Defendants *William Cookesley Thompson*, *Robert Biddulph*, and *Lawrence Walker*, the surviving Devisees in Trust under the said Will, and other the Trustee or Trustees for the Time being under the said Will, should be authorized and empowered to grant Building Leases of all or any Part or Parts of the several Lands, Hereditaments, and Premises in the Parishes of *Saint Decumans* and *Old Cleeve* in the County of *Somerset*, the Particulars of which were comprised in the said Schedule referred to in the second-mentioned Affidavit of the said *Lawrence Walker*, and forming Part of the Estates by the Testator's said Will devised, upon Trusts to be settled or purchased by the said Devisees in Trust, and held upon the same Trusts (such Lands, Hereditaments, and Premises being the same Lands, Hereditaments, and Premises the Particulars of which are comprised in the Schedule to this Act), and it appearing to the Satisfaction of the said Judge, from the extrinsic Circumstances mentioned and set forth in the said first-mentioned Affidavit of the said *Lawrence Walker*, that it might reasonably be inferred that it was the manifest Intention of the said Testator that such Powers should not be vested in or exercised by the Trustees of his said Will, and that therefore the said Court could not, in respect of the said Estates and the Purpose aforesaid, exercise the Powers conferred by the Act of the Nineteenth and Twentieth Years of the Reign of Her present Majesty, intituled *An Act to facilitate Leases and Sales of Settled Estates*, it was ordered that the said Defendants *William Cookesley Thompson*, *Robert Biddulph*,

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*The Earl of Egremont's Estate Act, 1861.*

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*dulph*, and *Lawrence Walker*, as such surviving Devises in Trust as aforesaid, should be at liberty to apply to Parliament for an Act to authorize and empower them or other the Trustees or Trustee for the Time being under the Will of the said Testator to grant Building Leases of all or any Part or Parts of the said Lands, Hereditaments, and Premises in the said Parishes of *Saint Decumans* and *Old Cleeve* in the County of *Somerset*, the Particulars of which were described in the Schedule by the said Affidavit of the said *Lawrence Walker* filed on the Twenty-second Day of *June* One thousand eight hundred and fifty-nine referred to, and to confer on them the said Devises in Trust, or other the Trustees or Trustee for the Time being under the Will of the said Testator, such further and other Powers and Authorities as might be necessary or expedient, and it was ordered that the Draft of the Bill for the Purposes aforesaid should be settled by the said Judge: And whereas the Circumstances of those Portions of the said Testator's Estates in the said Parishes of *Saint Decumans* and *Old Cleeve*, the Particulars of which are comprised in the Schedule to this Act, and in particular those at *Watchet* and *Williton* aforesaid, have greatly changed since his Death, and the Town of *Watchet*, from the recent Discovery of Iron Ore in the Neighbourhood thereof, is gradually becoming a Place of considerable Importance, and a Railway from the *Brendon Hills*, where the Ore is found, to *Watchet*, has been for some Time in operation, and in the Session of Parliament One thousand eight hundred and fifty-seven an Act was passed for the Enlargement of the Harbour and Port of *Watchet* in order to meet the Requirements of the increasing Trade there: And whereas a Railway from *Taunton* on the *Bristol and Exeter* Line to *Watchet*, through the Village of *Williton*, has been authorized by Parliament, and the Formation thereof is nearly completed, and this Railway will very materially affect *Watchet* and its Neighbourhood, and in particular the Village of *Williton*, which is about Two Miles distant, and through which passes all the Traffic to the West from *Bridgewater*, *Taunton*, and other Places: And whereas already there is a great Increase in the general Trade and also in the Population of the whole Neighbourhood, particularly in and about *Watchet* and *Williton*, and the Demand for Residences and also for Business Premises far exceeds the Supply, and the necessary increased Accommodation can only be obtained from the Estates in and about *Watchet* and *Williton*, not conveyed to the said Railway Company, of the said Testator *George* late Earl of *Egremont*, or now subject to the Trusts of his said recited Will, and from the great Influx of Railway Labourers and Workmen, without due Accommodation for them, it may be feared that the Population of *Watchet* and *Williton* will become demoralized, and from the Overcrowding of the Cottages and other available Places Scarlet Fever and Smallpox have prevailed in *Watchet*, and will, it may be feared, spread in the Locality, unless ample Building Accommodation be

*The Earl of Egremont's Estate Act, 1861.*

Certificate  
of Approval  
of Bill by  
Vice-Chan-  
cellor Kin-  
dersley,  
dated  
10th May  
1861.

be provided, so that it will be desirable, not less on Public Grounds, than for the Benefit of the Persons interested in the Estates by the said Will of the said Testator *George* late Earl of *Egremont* devised and directed to be settled in strict Settlement, or become subject to the Trusts of that Will, that the Trustees or Trustee for the Time being of his Will should be authorized and empowered to grant such Leases as in the last herein-before recited Order are mentioned of the Lands, Hereditaments, and Premises in that Order comprised, situate in the said Parishes of *Saint Decumans* and *Old Cleeve* (a Particular of which Lands, Hereditaments, and Premises is contained in the Schedule to this Act), and should have the further Powers and Authorities in that Order mentioned and herein-after contained conferred on them and him: And whereas by the Certificate of the Chief Clerk of the said Vice Chancellor Sir *Richard Torin Kindersley*, the Judge aforesaid, bearing Date the Tenth Day of *May* One thousand eight hundred and sixty-one, and duly approved by the same Judge, it is certified that the Draft of this present Bill had been settled and approved of by the said Judge, pursuant to the true Intent and Meaning of the said Order of the Twenty-third Day of *June* One thousand eight hundred and fifty-nine, and that in testimony of such Approval the said Judge had signed his Name at the Foot of a Copy of the said Draft Bill, and that the several Instruments, Facts, and Events recited in the Preamble of the said Draft Bill before the Recital of that Certificate had been proved in the said Causes: And whereas the several Purposes aforesaid cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *William Cookesley Thompson*, *Robert Biddulph*, and *Lawrence Walker* do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (to wit,)

Power to  
grant build-  
ing, repair-  
ing, and  
improving  
Leases.

I. It shall be lawful for the said *William Cookesley Thompson*, *Robert Biddulph*, and *Lawrence Walker*, and the Survivors and Survivor of them, or other the Trustees or Trustee for the Time being of the herein-before in part recited Will of the said Testator *George* Earl of *Egremont*, whether appointed under the Power for that Purpose in the same Will contained, or by Her Majesty's High Court of Chancery, (all which herein-before named Trustees and the Survivors and Survivor of them, and other the Trustees or Trustee for the Time being aforesaid, are intended to be herein-after throughout this Act included under the Designation of the said Trustees or Trustee for the Time being,) until the Period shall have arrived for making the Settlement by the said Testator's Will directed of his Freehold, Copyhold or Customary, and Leasehold Manors, Hereditaments,



*The Earl of Egremont's Estate Act, 1861.*

ments, and Premises thereby devised and bequeathed, and directed to be settled, but during the Life of the said *Jane* Countess of *Egremont* with her Consent in Writing, and after her Decease then with the Consent in Writing of the Person who if such Period had arrived, and if such Settlement had been made, would for the Time being be entitled to the actual Possession or Enjoyment of the said Freehold Manors, Hereditaments, and Premises, if such Person shall be of full Age, but otherwise at the sole Discretion of the said Trustees or Trustee for the Time being, and when and so soon as the Period shall have arrived for making such Settlement, then for the Person who if such Settlement had been made would for the Time being be entitled to the actual Possession or Enjoyment of the said Freehold Manors, Hereditaments, and Premises, if such Person shall be of full Age, but if not then for the Guardian or Guardians of such Person during his Minority, to lease all or any of the Messuages, Lands, and Hereditaments in the Schedule to this Act comprised, but as regards such of them as are comprised in the Second Part of that Schedule, consistently with the Tenure thereof, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in possession, and not in reversion or by way of future Interest, to any Person or Persons who shall be willing to erect or build thereon or on any Parts or Part thereof any new House, Villa, Warehouse, Office, Shop, Mill, Factory, Erection, or Building, including or not in any such Lease any Portion not exceeding Ten Acres of adjacent or neighbouring Land which the Person or Persons hereby authorized to grant such Lease shall think adequate and proper for Garden, Pleasure Ground, Plantation, and Paddock, or other Conveniences to such House or Building, and either with or without any Milldams, Races, Ponds, and other necessary Conveniences for Mills and Factories, and with or without an adequate Portion for those Purposes, not exceeding Three Acres, of adjacent or neighbouring Land, or who shall be willing to rebuild or to substantially repair or to improve to such an Extent as shall be thought adequate to the Interest to be parted with any of the Messuages, Erections, or Buildings whatsoever which now are or hereafter shall be upon the Land to be so leased or any Parts or Part thereof, or to erect or build any Messuage or other Building on the Land to be so leased, or any Parts or Part thereof, in lieu of or in addition to any Messuage or other Building there, and in either Case including or not in such Lease any Portion of adjacent or neighbouring Land not exceeding Ten Acres which the Person or Persons hereby authorized to grant such Lease shall think adequate and proper for a Garden, Pleasure Ground, Plantation, and Paddock, or other Conveniences to such Messuage or Building, or who shall be willing to annex the Lands so to be leased as a Garden, Pleasure Ground, Plantation, and Paddock, or other Conveniences, to any House or other Building then erected or built or to be erected or

[*Private.*]

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built

*The Earl of Egremont's Estate Act, 1861.*

built on any other Land which shall have been or shall be leased under this Act, or who shall be willing otherwise permanently to improve the same Premises or any Part thereof, in such Way as shall be thought adequate to the Interest to be departed with therein, and with or without any of the Liberties, Easements, or Privileges hereinafter (in Section Two of this Act) specified or mentioned, but so that there be reserved in every Lease, payable half-yearly or oftener during the Estate thereby created, the best yearly Rent, to be incident to the immediate Reversion of the Hereditaments so to be leased, which, considering the Nature and Circumstances of the Case, and having regard to the general Benefit of the said Premises, can be reasonably obtained, but with full Power to the Party or Parties making such Lease to reserve a reduced Rent, either fixed or progressively increasing for the first Three Years of the Term; and so that such Lease be made without taking for the making thereof any Fine or Foregift, other than the Surrender of any pre-existing Lease or Leases, should any such then be, of all or any of the said Premises; and so that in every such Lease there be contained such Covenants, and such Clause in the Nature of a Condition of Re-entry, as hereinafter (in Sections Three and Four of this Act) are directed; and so that the Lessee or Lessees named in any Lease be not by any Words therein to be contained, further or otherwise than by any such Liberty or Liberties as hereinafter (in Section Two of this Act) is or are authorized to be granted, made dispunishable for Waste, or exempted from Punishment for committing Waste; and so that such Lessee or Lessees do execute a Counterpart or Duplicate of such Lease.

Liberties  
which may  
be comprised  
in Leases.

2. Every Lease made under the Powers herein-before contained may be either with or without a Grant to the Lessee or Lessees, and those claiming through or under him or them, of all or any of the Liberties, Easements, and Privileges hereinafter specified (but as to any of the Hereditaments comprised in the Second Part of the Schedule to this Act consistently with the Tenure of the same Hereditaments); *videlicet*,

1. Liberty to take down any Buildings on the Land so leased, and to dispose of the Materials in such way as may be agreed on:
2. Liberty to appropriate Parts of the Lands so leased for Gardens, Pleasure Grounds, Plantations, and Paddocks, or other Conveniences to the Messuages, Villas, or Buildings to be built, repaired, rebuilt, or improved, or otherwise for the Use or Convenience of the Tenants or Occupiers thereof respectively:
3. Liberty to make Milldams, Races, or Ponds, and other necessary Conveniences for Mills or Factories, and to appropriate for such Purposes an adequate Portion of other Parts adjacent or  
in

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*The Earl of Egremont's Estate Act, 1861.*

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in the Neighbourhood not exceeding Three Acres of the Land so leased :

4. Liberty to set out and appropriate any Parts of the Land so leased for the Sites of Squares, Crescents, Streets, Roads, Courts, Wharves, Ways, Avenues, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Esplanades, or other Spaces of Ground, open or enclosed, Easements or Conveniences, for the Accommodation of all or any of the Tenants or Occupiers of the Messuages, Lands, and Hereditaments described or comprised in the Schedule to this Act, or of the Houses or Buildings to be thereon erected or built, or for the general Improvement of the said Premises or any Part thereof :
5. Liberty to make under the Lands so set out and appropriated any Arches, Cellars, Sewers, Drains, or other Easements to any House, Buildings, or Lands :
6. Liberty to dig and raise, and to use and carry away or dispose of, any Stone, Slate, Clay, Earth, Loam, Sand, Gravel, or other Substances in, upon, or under the said Lands so leased which it shall be necessary or convenient to remove for effecting any of the Purposes aforesaid, and to prepare any such Stone or Slate, or manufacture any such Limestone, Earth, or Substance into Lime, Bricks, Tiles, or other Articles, and to use the Matters so prepared or manufactured in such new Buildings, Repairs, or Improvements as aforesaid, or sell the Things aforesaid (as may be agreed on) :
7. Liberty to use and enjoy (in common with others, if any, to whom the like Privilege shall be or have been granted), upon such Terms as may be agreed upon, any Lands to be appropriated, whether under the present Power or under the Power in that Behalf herein-after (in Section Seven of this Act) contained, as and for Pleasure Grounds, Gardens, Esplanades, or other Spaces of Ground, open or enclosed, Easements or Conveniences :
8. Liberty for the Lessee or Lessees, and those claiming through or under him or them, to have, use, and enjoy such Rights of Way or Water, Sewerage or Drainage, Light, and Support, over or under or from or affecting any adjoining or neighbouring Land the Subject of this Act, either separately or in common with others to whom the like Privilege shall be or have been granted, as to the Party or Parties exercising the same shall seem reasonable, although such Land may not be comprised in such Lease, and whether set out and appropriated for those Purposes under the said Power in that Behalf herein-after (in Section Seven of this Act) contained or not :

9. Any

*The Earl of Egremont's Estate Act, 1861.*

9. Any other Liberties, Easements, or Privileges usual in Leases of a similar Description, and not inconsistent with the Tenure of the Premises, which to the Parties or Party exercising this Power shall seem reasonable.

What Covenants Leases must contain.

3. There shall be contained on the Part of the Lessee or Lessees in the Leases herein-after mentioned, made under the Authority of this Act, the following Covenants respectively, or such Covenants as shall in Substance and Effect be equivalent to them; (that is to say,) in every Lease made for the Purpose of having Buildings erected a Covenant to build and finish the Buildings agreed to be erected on the demised Land (if not then already done) within a Time or Times to be specified for that Purpose, and to keep the said Buildings in repair during the Term; and in every Lease made for the Purpose of having Buildings repaired or rebuilt or improved, a Covenant substantially to repair or rebuild or improve the Buildings agreed to be repaired or rebuilt or improved within a Time to be specified for that Purpose, and to keep the same in repair during the Term; and in every Lease made for the Purpose of any other Improvement or Improvements a Covenant to make the same Improvement or Improvements within a Time to be specified for that Purpose; and in every Lease made under the Authority of this Act for any Purpose whatsoever, Covenants for the due Payment of the Rent or Rents thereby respectively reserved, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the demised Premises; also a Covenant to insure and keep insured the Buildings erected and to be erected on the demised Lands from Loss or Damage by Fire, to the Amount of Three Fourths at least of the Value thereof in some or One of the public Offices for Insurance in *London* or *Westminster*, in the joint Names of the Lessor or Lessors, or of his or their Nominee or Nominees, and of the Lessee or Lessees, or his or their Nominee or Nominees, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in rebuilding, repairing, and reinstating such Buildings as shall be destroyed or damaged by Fire; also a Covenant to surrender the Possession of and leave in repair the demised Premises, with the Buildings erected and to be erected or repaired or improved on the demised Land, at the Expiration or other sooner Determination of the Term; and Covenants authorizing the Entry upon the demised Premises of the Landlord for the Time being, and his Surveyors and Agents, twice or oftener in every Year during the Term, to view the Condition thereof, and obliging the Lessee or Lessees, his or their Executors, Administrators, or Assigns, on Notice left on the demised Premises, to make good, within a Time to be specified, all Defects thus found and notified.

4. In

*The Earl of Egremont's Estate Act, 1861.*

4. In every Lease to be made under the Authority of this Act there shall be contained a Condition or Clause in the Nature of a Condition for Re-entry on Nonpayment of the Rent thereby reserved or any Part thereof at any Time, for a Period to be therein specified, and not to exceed Forty Days, and for Nonperformance or Nonobservance of any of the Covenants or Agreements therein contained on the Part of the Lessee or Lessees, except such (if any) of the same Covenants and Agreements, not being those for Payment of Rent and Insurance, as the Person or Persons making such Lease shall think it reasonable to except: Provided always, that any such Condition or Clause for Re-entry may, if the Person or Persons making such Lease shall think fit, be qualified by a Proviso that no Breach of any Covenant or Agreement to which the said Condition or Clause of Re-entry shall extend (the Covenants for Payment of Rent and Insurance, and any other Covenant or Covenants which the said Lessors or Lessor shall think it reasonable or proper to exclude, excepted,) shall give any Right of Re-entry until Judgment shall have been obtained in any Action for such Breach, and the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; provided also, that the said Condition or Clause for Re-entry may, if the said Lessors or Lessor shall think fit, be so divided or apportioned as that on Breach of any of the Covenants or Agreements to which the same shall extend (such, if any, of those Covenants or Agreements as such Lessors or Lessor shall think it reasonable to exclude excepted,) it shall give a Right of Re-entry into any Part or Parts only, to be in the Lease specified, and in respect of which such Breach shall have occurred of the Premises therein comprised; and accordingly, notwithstanding the Determination by any such Condition or Clause of Re-entry of the Term granted by such Lease as to such Part or Parts only of the said Premises therein comprised, the said Condition or Clause of Re-entry, like the Covenants or Agreements contained in the said Lease, so far as they are applicable, shall remain in full Force as to the Residue of the said Premises.

What Conditions of Re-entry Leases must contain, and how and to what Extent the same may be qualified or apportioned.

5. Provided always, That there may be contained in any and every Lease to be made under the Authority of this Act, if the Lessors or Lessor shall think fit, such further or other Covenants, Agreements, Stipulations, Restrictions, Conditions, Clauses, and Provisions, not being inconsistent with the other Provisions of this Act, as to the said Lessors or Lessor shall appear reasonable, including, unless the Lease be confined to Hereditaments not comprised in the herein-before in part recited Indenture of Mortgage dated the Eighteenth Day of *June* One thousand eight hundred and fifty-one, a Stipulation that until the said *Thomas James Agar Robartes*, his

What other Clauses any of the Leases may contain.

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Heirs,

*The Earl of Egremont's Estate Act, 1861.*

Heirs, Executors, Administrators, or Assigns, shall enter into the Receipt of the Rents and Profits of the demised Hereditaments, or the Part thereof comprised in the same recited Indenture, the Receipts in Writing of the said Trustees or Trustee for the Time being for the said Rents and Profits shall be sufficient Discharges to the respective Lessee or Lessees, his or their Executors, Administrators, or Assigns, for the same Rents and Profits.

How Leases  
and Lessees  
Covenants  
and Con-  
ditions of  
Re-entry to  
enure.

6. Every Lease made under the Authority of this Act of Hereditaments comprised in the herein-before in part recited Indenture of Mortgage dated the Eighteenth Day of *June* One thousand eight hundred and fifty-one, notwithstanding the said *Thomas James Agar Robartes*, his Heirs, Executors, Administrators, or Assigns respectively, may not join therein, shall operate to confer on the Lessee or Lessees therein respectively named an Estate or Interest at Law as well as in Equity for the Term expressed to be thereby granted, as fully as if the said *Thomas James Agar Robartes*, his Heirs, Executors, Administrators, or Assigns, had joined therein as a demising Party or Parties, and the Benefit of all Covenants entered into in and by any Lease made under the Authority of this Act of any of the Hereditaments last aforesaid, by the Lessee or Lessees, and relating to the thereby demised Hereditaments, whether purporting to be entered into with the said *Thomas James Agar Robartes*, his Heirs, Executors, Administrators, or Assigns respectively, or to be entered into with the Persons or Person hereby authorized to grant Leases, and the Benefit of the Condition or Clause for Re-entry to be contained in any such Lease, to whomsoever the same shall purport to be reserved, shall run with and follow the Reversion of the demised Premises immediately expectant on the Determination of the Term granted by such Lease, so that the Person or Persons for the Time being entitled to such Reversion shall be able to maintain Actions on such Covenants, and to enforce by Action, Suit, or other Proceeding such Condition or Clause for Re-entry: Provided always, that where such Covenants as aforesaid shall purport to be entered into with the said *Thomas James Agar Robartes*, his Heirs, Executors, Administrators, or Assigns, and also as separate Covenants with the Persons or Person hereby authorized to grant Leases, there Actions may likewise be maintained by the last-mentioned Covenantees or Covenantee, their or his Heirs, Executors, Administrators, or Assigns respectively, (according to the Nature of the Property,) upon such last-mentioned Covenants, in respect of their or his Interest, without joining therein the said *Thomas James Agar Robartes*, his Heirs, Executors, Administrators, or Assigns, as fully in all respects as if double Sets of Covenants throughout had been in express Terms contained in such Lease.

7. It

*The Earl of Egremont's Estate Act, 1861.*

7. It shall be lawful for the Persons or Person for the Time being authorized by this Act to grant Leases, but with such Consent, or, as the Case may require, at such Discretion as herein-before mentioned, to set out any Part of the Lands and Hereditaments herein-before authorized to be leased by them or him, but as to the Hereditaments comprised in the Second Part of the Schedule to this Act, consistently with the Tenure thereof, as and for Squares, Crescents, Streets, Roads, Courts, Wharves, Ways, Avenues, Sewers, Drains, Reservoirs, Wells, Pumps, Water Pipes, Gas Pipes, Gardens, Pleasure Grounds, Esplanades, or other Spaces, open or enclosed, Easements, Conveniences, or other Purposes, and to do all Acts incidental thereto respectively for the general Improvement of the said Lands and Hereditaments, or any of them, or any Parts or Part thereof, or for the Use or Accommodation of all or any of the Lessees, Tenants, or Occupiers of the same respectively, or of the Houses or Buildings to be erected thereupon respectively, and also in and by each or any Lease to be granted under the Authority of this Act, or by any general Deed or Deeds to be executed by them or him for that Purpose, either before or simultaneously with or after any such Lease or Leases, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster* within Six Calendar Months from the Date or respective Dates of such general Deed or Deeds, to declare the Purpose or Purposes to or for which the Land so set out is appropriated, and the Person or Persons by whom, and the Mode, Terms, Conditions, and Regulations in, upon, and under which the same shall be used and enjoyed, and to give and grant such Rights, Liberties, Privileges, Easements, and Accommodations in relation to the Land so set out, and the Purpose or Purposes to or for which the same shall be appropriated, as the Person or Persons for the Time being exercising this Power shall think fit.

8. It shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases, but with such Consent, or, as the Case may require, at such Discretion as herein-before mentioned, to convey by way of Gift in Fee Simple any Part or Parts of the Hereditaments respectively comprised in the First and Third Parts of the Schedule to this Act, for the Sites of Churches or Chapels for the Performance of Divine Service according to the Rites of the United Church of *England* and *Ireland*, or for the Sites of Parsonage Houses or Schoolhouses in connexion with such Churches or Chapels, or for a Garden or Orchard to any such Parsonage House or Schoolhouse, or for a Playground to any such School, so that not more than Half an Acre of Land shall be contained in any One such Gift, and so that the total Quantity of Land to be so conveyed by way of Gift shall not exceed Three Acres.

9. Provided

*The Earl of Egremont's Estate Act. 1861.*

Power to enter into Contracts for granting Leases, and specifying the Provisions such Contracts may and must contain.

9. Provided always, That it shall be lawful for the Persons or Person for the Time being herein-before authorized to grant Leases, with such Consent as is herein-before required, to enter into any Contract in Writing for making or granting any Lease or Leases of all or any of the Lands herein-before authorized to be leased by them or him, together with the Buildings (if any) standing thereon, pursuant to the Powers and at the Rent and subject to the Restrictions herein-before respectively contained, so far as, having regard to this Section, the same shall be applicable, and by such Contract to agree as follows; (that is to say,) to agree, when and as any Lands or Buildings thereby agreed to be let, or any Part or Parts thereof, shall be built upon, rebuilt, or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in such Contract, to demise or lease by Deed the same Lands or Buildings or any Part thereof to the Person or Persons contracting to take the same as aforesaid, or his or their Executors, Administrators, or Assigns, or his or their Nominee or Nominees, during the Remainder of the Term to be specified in such Contract, and in such Parcels, and under and subject to such Portions of the yearly Rent (to be specified in such Contract,) or subsequently agreed upon or ascertained, by reference or otherwise, as shall be thought proper, but so that if the yearly Rent to be reserved by any such Lease shall bear to the whole Rent agreed to be reserved in the Contract a Proportion greater than that which the Value of the Land and Buildings comprised in such Lease, when built upon or improved pursuant to the Contract, will bear to the whole of the Land and Buildings comprised in the Contract when built upon or improved pursuant to such Contract, (such Values respectively to be estimated by the Surveyor for the Time being of the Donees or Donee of this Power,) the same in such Case shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Land and Buildings to be by such Lease demised, when built upon or improved in pursuance of such Contract; and to agree, should the Donees or Donee of this Power so entering into such Contract think the same expedient, that the full Rent specified in such Contract shall or may be reserved in the Leases to be granted of a given Quantity (to be specified in such Contract) of the Lands and Premises thereby agreed to be demised, such given Quantity not being of less annual Value when built upon or improved as aforesaid than Six Times the annual Amount of the Rent to be charged thereon, and that the Residue thereof shall be demised by One or more Lease or Leases, at the Option of the Lessee or Lessees, at the yearly Rent of Five Shillings, to be reserved by such Lease, or by each of such Leases, if more than One, and to be granted after the full Rent specified in such Contract shall have been reserved by any Lease or Leases to be granted; and generally, at such Time or respective Times and in such Manner as may be thought proper, or if no given



*The Earl of Egremont's Estate Act, 1861.*

given Quantity of Land for such Purpose shall be specified in such Contract, to agree that when the full Rent agreed to be reserved shall have been reserved by the Lease or Leases to be granted of a competent Part or Portion of the whole of the Lands thereby agreed to be leased, such competent Part or Parts not being of less annual Value when built upon or otherwise improved as aforesaid than Six Times the yearly Rent reserved thereon as aforesaid, the Residue thereof (if any) shall be demised by One or more Lease or Leases, at the Option of the Lessee or Lessees, at the yearly Rent of Five Shillings, to be reserved by such Lease, or by each of such Leases, if more than One; and in the Case of Leases to be granted subject to the yearly Rent of Five Shillings, to agree to grant the same, either before or after the Land to be therein comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rent agreed to be reserved in such Contract may be made to commence at such Period or Periods within or at the Expiration of Three Years from the Date of such Contract, and may, until the End of such Three Years, be either a small fixed Rent, or One made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid, as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or thought proper, and as in such Contract shall be expressed, regard being had to the Quantity of Land from Time to Time agreed to be demised and to the Progress of the Buildings stipulated to be erected thereon; and also to agree that when and as any Lease shall be granted of any Part of the Land so contracted to be leased the Lands so for the Time being leased shall be discharged from such Contract, and that the Person or Persons with whom such Contract shall be entered into shall in respect of such Part of the Lands in such Contract comprised as shall not for the Time being be leased remain liable to the Payment of such Portion only of the Rent by such Contract agreed to be paid as shall be remaining to be provided for or otherwise secured; and also to agree that the Person or Persons with whom such Contract shall be entered into may have, exercise, and enjoy all or any of the Liberties, Easements, and Privileges authorized to be granted to Lessees under the Powers in that Behalf herein-before contained: Provided always, that in every Contract, to be entered into as aforesaid there shall be inserted a Clause or Condition for vacating the same as to or for Entry into the Lands and Buildings therein comprised and agreed to be leased, or such Part or Parts thereof as shall not have been actually leased, in performance of such Contract, in case the same shall not, within a reasonable Time, to be therein appointed, be built on, or repaired, laid out, formed, or improved, in the Manner in such Contract stipulated, or in case the Person or Persons to whom such Lease or Leases ought to be granted

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pursuant

*The Earl of Egremont's Estate Act, 1861.*

Such Con-  
tracts to be  
carried into  
effect by  
Leases to be  
granted as  
aforesaid.

pursuant to such Contract shall not accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same, within a reasonable Time to be thereby appointed; and every such Contract as aforesaid shall be binding, and shall be carried into effect by a Lease or Leases, to be granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable; and when any such Lease for effectuating any such Contract shall be granted at a yearly Rent of Five Shillings, in consequence of a full Rent agreed to be reserved by the same Contract having been reserved in the Lease or Leases then granted of a competent Part or Portion of the whole of such Lands by such Contract agreed to be leased, a Declaration under the Statute for abolishing Oaths and Affirmations in extra-judicial Matters, made by the accredited Surveyor of the Persons or Person making the same Lease, that such full Rent has been so reserved as aforesaid, shall, for the Benefit of any Lessee and all Persons claiming under him, be sufficient Evidence thereof.

Contracts  
may be mo-  
dified, or  
new ones  
entered into.

10. It shall be lawful for the Persons or Person for the Time being authorized by this Act to enter into Contracts for making or granting Leases as aforesaid, from Time to Time, with such Consent as is herein-before required with respect to granting Leases, by Writing to enter into any new Contract with any Person or Persons, or the Executors, Administrators, or Assigns of any Person or Persons, with whom any Contract for granting a Building or Repairing or Improving Lease shall have been entered into, by virtue of this Act, by way of Addition to or Alteration or Explanation of all or any of the Covenants or Agreements in such Contract contained, or to release the Person or Persons with whom any such Contract shall have been entered into, and his or their Heirs, Executors, Administrators, and Assigns, from the Observance of the whole or any Part of the same Contract, and, if thought expedient so to do, to enter into any new Covenants or Agreements with such Person or Persons, or his or their Executors, Administrators, or Assigns, in lieu of any Part of the same Contract which shall have been so released, or to accept or authorize a Release or Surrender of all or any of the Land comprised in such Contract, and apportion the Rent agreed to be reserved thereby, and in case of any such Release or Surrender the Land so released or surrendered may be leased or may be contracted to be leased and afterwards be leased, under the Powers of this Act, in the same or the like Manner as if no Contract for leasing the same had been previously entered into or executed: Provided always, that the new Contracts, Covenants, and Agreements by this Enactment authorized to be entered into, and all Contracts altered under this Enactment, when so altered, shall be in conformity with the Powers and Provisions herein-before contained.

11. Every

*The Earl of Egremont's Estate Act, 1861.*

11. Every Lease granted under the Provisions and according to the Restrictions of the Powers in this Act contained, and not being inconsistent with the Powers given by this Act, shall be deemed and taken to be duly granted although the same may purport to be made in pursuance of a previous Contract, and such Contract shall not have been in all respects duly observed, or shall otherwise have been departed from, and after any Lease shall have been executed the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of such Lease, or to the Benefit of the Term or Interest granted thereby.

Leases, otherwise warranted by Act, to be deemed duly made though varying from Contracts.

12. It shall be lawful for the Persons or Person for the Time being authorized to grant Leases as aforesaid, with such Consent, or, as the Case may require, at such Discretion as is herein-before required, from Time to Time to accept a Surrender or Relinquishment of any then existing Leases, Terms, or Tenancies of any Messuages, Buildings, Lands, or other Hereditaments hereby authorized to be leased, whether such Leases or Tenancies shall or shall not be subsisting at the Time of the passing of this Act, and whether the same shall or shall not have been granted or created under the Powers or Provisions of this Act, and for whatever Term or Tenancy the same shall be, and, pursuant to the Powers and subject to the Restrictions herein-before contained, to grant any new Lease or Leases, or enter into any Contract or Contracts for a Lease or Leases, and afterwards accordingly grant a Lease of the Hereditaments comprised in such Lease, or Tenancy so surrendered or relinquished, either to the Person or Persons making such Surrender or Relinquishment, or to any other Person or Persons whomsoever, and either alone or together with any other Part or Parts of the Hereditaments hereby authorized to be leased as aforesaid, and as to any Hereditaments hereby authorized to be leased as aforesaid which may have been leased or granted under the Provisions of this Act, in the same Manner as if no Lease had been previously granted of the same under the Provisions of this Act, save only, that if the Lease thereof so surrendered shall have been granted under the Provisions of this Act, the same shall be leased only for a Term not exceeding the Residue then unexpired of the Term of Years granted by the Lease so surrendered, and at and under the same yearly Rent as was or a larger yearly Rent than was reserved in the surrendered Lease, and so that no Fine or Foregift be taken for making any new Lease whatsoever which shall be made under the present Power.

Surrender of Leases may be accepted and Premises leased under Powers of Act.

13. If Possession of any of the Hereditaments to be comprised in any such Lease or Contract as aforesaid shall at any Time or Times be recovered, resumed, or obtained by virtue of any Condition of Re-entry contained in the same Lease or Contract, in such Case the Per-

Premises, Possession of which recovered under Proviso for Re-entry, may

sons

*The Earl of Egremont's Estate Act, 1861.*

be leased  
again under  
Powers of  
Act.

sons or Person for the Time being authorized to grant any such Lease or enter into any such Contract may, with such Consent, or, as the Case may require, at such Discretion as herein-before mentioned, lease, or by Contract in Writing agree to lease, and afterwards lease, pursuant thereto, the Hereditaments, Possession whereof shall have been so acquired as aforesaid, in the same Manner in all respects, as far as may be applicable, as if the same Hereditaments had not before been leased or agreed to be leased, under the Powers herein-before contained in that Behalf.

Power to  
confirm  
Leases void-  
able or void  
on technical  
Grounds or  
grant new  
ones under  
Powers of  
Act.

14. If any Lease which shall be granted or shall purport to be granted by virtue of this Act shall by reason of any technical Error or Informality be void or voidable, it shall in every such Case be lawful for the Persons or Person for the Time being authorized by this Act to grant Leases as aforesaid, with the like Consent, or, as the Case may require, at the like Discretion as is herein-before required, to confirm such Lease, or to grant a new Lease of the Hereditaments therein comprised, pursuant to the Powers and subject to the Restrictions herein-before contained, including that against taking any Fine or Foregift, in lieu of such void or voidable Lease, and at and under a yearly Rent not less in Amount than the Rent which was reserved by such void or voidable Lease.

Evidence of  
Execution  
of Counter-  
parts or  
Duplicates.

15. When, upon any Lease granted under the Powers of this Act, there shall be endorsed a Memorandum signed by the Persons or Person or One of the Persons by whom such Lease was granted, acknowledging that they or he have or has received the Counterpart or Duplicate thereof, such Memorandum shall, in favour of the Lessee and all Persons claiming through or under him, be *primâ facie* Evidence that such Counterpart or Duplicate as herein-before is required to be executed of such Lease was duly made and executed, pursuant to the Provisions of this Act.

Act not to  
affect  
Powers of  
Will.

16. Nothing contained in this Act shall extend to destroy or prejudicially affect any of the Powers or Provisions contained in the herein-before recited Will and Codicils of the said Testator *George Earl of Egremont*.

Receipts of  
Trustees of  
Will to be  
sufficient  
Discharges  
to Tenants  
until Mort-  
gagee enter  
into posses-  
sion.

17. The Receipts in Writing of the Trustees or Trustee for the Time being of the herein-before in part recited Will of the said Testator *George Earl of Egremont*, for the Rent reserved or made payable by any Lease to be granted under the Authority of this Act of any of the Hereditaments comprised in the herein-before recited Indenture of Mortgage, dated the Eighteenth Day of *June*. One thousand eight hundred and fifty-one, which shall accrue before the Period shall have arrived for making such Settlement as by the said  
Testator's

*The Earl of Egremont's Estate Act, 1861.*

Testator's Will is directed, and the Receipts in Writing of the Person who if such Settlement had been made would be entitled to the Receipt of the Rents and Profits of the Lands comprised in such Lease for the Rent accrued after the Period for making such Settlement, shall, until the said *Thomas James Agar Robartes*, his Heirs, Executors, Administrators, or Assigns, shall enter into the Receipt of the Rents and Profits of the Hereditaments comprised in such Lease and Indenture of Mortgage, be effectual Discharges for the same Rent to the Lessee or Lessees respectively, his or their Executors, Administrators, or Assigns.

18. It shall be lawful for the Court of Chancery, at any Time or Times, if it shall deem it proper, and consistent with a due Regard to the Interests of all Parties entitled under the herein-before recited Will and Codicils of the said Testator *George Earl of Egremont*, by Order, to vest in the Persons and Person from Time to Time for the Time being authorized by this Act to grant Leases the same or the like Powers and Authorities, to be exercised with the same or the like Consent, or (as the Case may require) at the same or the like Discretion, over or affecting any Messuages, Lands, or Hereditaments for the Time being at the Date of the Order subject to the Trusts of the same Will and Codicils, and situate in the Parishes of *Saint Decumans* and *Old Cleeve*, or one of them, in the County of *Somerset*, contiguous or near to any of the Messuages, Lands, or Hereditaments comprised in the Schedule to this Act, as by this Act are conferred over or affecting the Messuages, Lands, and Hereditaments last mentioned, and the Powers and Authorities to be so vested as aforesaid shall be construed and when exercised shall take effect in all respects as if the Messuages, Lands, and Hereditaments to which they extend had been comprised in the Schedule to this Act, and as if the Powers and Authorities had been directly conferred by this Act; and every such Order shall be made on the Application by Petition in a summary Way of the Persons or Person who at that Time shall be authorized by this Act to grant Leases of the Messuages, Lands, and Hereditaments comprised in the Schedule to this Act, conjointly with the Person (if any) whose Consent shall then be requisite under this Act to the granting of any such last-mentioned Lease.

Court of Chancery empowered to grant similar Powers over future, adjacent, or neighbouring Lands.

19. And whereas the said *Alfred Wyndham* and *Spencer Wyndham*, and the said *George Wyndham* and his said Sons *Alward Wyndham*, *George Wyndham* the younger, *John Wyndham* the younger, *Francis Wyndham* the younger, *Hugh Wyndham* the younger, *Alexander Wyndham*, *Charles Wyndham*, *Guy Wyndham*, *Reginald Wyndham*, and *Wadham Wyndham*, and also the said *Augustin Denis Pinon Duclos Vicomte de Valmer* and *Frances* his Wife, are at present abroad, and their Consent or the Consent of any or either of

As to Consents of certain Parties.

[Private.]

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*The Earl of Egremont's Estate Act, 1861.*

them to this Act hath not been proved: Therefore this Act or anything herein contained shall not be of any Effect as against the Parties and Persons following respectively, unless and until the respective Consents herein-after provided in that Behalf shall be signified and enrolled as follows; (that is to say,) this Act or anything therein contained shall not be of any Effect as against the said *Alfred Wyndham* or his first and other Sons, or their respective Issue Male, unless and until the Consent of the said *Alfred Wyndham* shall have been given in manner herein-after mentioned; or as against the said *Spencer Wyndham* or his first and other Sons, or their respective Issue Male, unless and until the Consent of the said *Spencer Wyndham* shall have been given in manner herein-after mentioned; or as against the said *George Wyndham* unless and until his Consent on his own Behalf shall have been given in manner herein-after mentioned; or as against the said *Alward Wyndham*, *George Wyndham* the younger, *John Wyndham* the younger, *Francis Wyndham* the younger, and *Hugh Wyndham* the younger, respectively or their respective first and other Sons, or the Issue Male of such Sons respectively, unless and until the Consents respectively of the said *Alward Wyndham*, *George Wyndham* the younger, *John Wyndham* the younger, *Francis Wyndham* the younger, and *Hugh Wyndham* the younger shall have been given in manner herein-after mentioned; or as against the said *Alexander Wyndham*, *Charles Wyndham*, and *Guy Wyndham* respectively, or their respective first and other Sons, or the Issue Male of such Sons respectively, unless and until the Consents respectively of the said *Alexander Wyndham*, *Charles Wyndham*, and *Guy Wyndham*, if then of full Age respectively, and not having before consented respectively by their respective Father or Guardians or Guardian, or if under the Age of Twenty-one Years respectively the Consent of their respective Father, if living, or if dead their respective Guardians or Guardian, on behalf of his or their respective Infant Son or Ward, shall have been given in manner herein-after mentioned; or as against the said *Reginald Wyndham* or his first and other Sons, or their respective Issue Male, or the said *Wadham Wyndham*, or his Issue Male, or any other Son of the said *George Wyndham* already born since the Birth of the said *Wadham Wyndham*, or the respective Issue Male of the one or each such subsequently born Son, unless and until the Consent of the said *George Wyndham*, if living, or if dead the Consent of the respective Guardians or Guardian of the said *Reginald Wyndham*, *Wadham Wyndham*, and subsequently born Son respectively, on behalf of his or their respective Infant Son or Ward, shall have been given in manner herein-after mentioned; or as against the said *Augustin Denis Pinon Duclos Vicomte de Valmer* and *Frances* his Wife, and her Heirs and Assigns, unless and until the Consents of the said *Augustin Denis Pinon Duclos Vicomte de Valmer* and *Frances* his Wife respectively shall have been given in manner herein-after mentioned. Every such Consent as is herein-

before

*The Earl of Egremont's Estate Act, 1861.*

before required to be given shall be signified by Writing under the Hand of each Person so consenting, attested in each Case by at least One Witness; and such Writing or Writings shall be enrolled in Her Majesty's High Court of Chancery in *England* within Three Years from the passing of this Act, and after the Enrolment of any such Consent the same shall be deemed Part of this Act, and shall be as binding and conclusive in every respect as if such Consent had been obtained and proved before the passing of this Act, and every such Consent may be given in the Form or to the Effect following; (that is to say,)

' I, or We, [*here insert the Name of the consenting Party or Parties,*  
' *and if any Party consents on behalf of his Infant Sons, add, "on*  
' *behalf of myself and of all my Infant Sons," and if any consent as*  
' *Guardian, add, "on behalf of the Person or Persons for whom I am*  
' *authorized to consent,"*] do hereby consent to an Act of Parliament  
' passed in the 24th and 25th Years of the Reign of Queen Victoria,  
' intituled "An Act to authorize the granting of Building and Re-  
' pairing Leases of Parts of the Estates devised and bequeathed by  
' the Will of the Right Honorable George Earl of Egremont, deceased,  
' or become subject to the Trusts thereof, and for other Purposes:"  
Provided always, that if either of the Parties aforesaid die before his, her, or their Consent shall have been signified, then this present Section and the Restriction herein contained (so far only as the same applies to or concerns the Person or Persons so dying, and all Persons who, had such Consent been so signified and enrolled as aforesaid, would have been bound and concluded thereby,) shall be absolutely void to all Intents and Purposes whatsoever.

20. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the Persons mentioned in that Behalf by Name or otherwise in the next following Section,) all such Estate, Right, Title, Interest, Claims, and Demand whatsoever of, in, to, or out of the Messuages, Lands, and Hereditaments comprised in the Schedule to this Act as they or any of them had before the passing of this Act, or would, could, or might have or enjoy if this Act were not passed.

General  
Saving.

21. The following are the Persons referred to in and by the Exception contained in the last preceding Section of this Act; (to wit,) the said *Thomas James Agar Robartes, Jane Countess of Egremont, William Cookesley Thompson, Robert Biddulph, Lawrence Walker, Augustin Denis Pinon Duclos Vicomte de Valmer* and *Frances* his Wife, the Honorable *Francis Scott* and *Julia Frances Laura* his Wife, *William Wyndham* the Son, *William Wyndham* the Grandson, *Edmund Wyndham, Arthur Wyndham, Hugh Wyndham, Thomas Heathcote*

Exceptions  
from Gene-  
ral Saving.

*The Earl of Egremont's Estate Act, 1861.*

*Heathcote Wyndham, Alexander Wadham Wyndham, William Trevelyan Wyndham, Alfred Wyndham, Spencer Wyndham, George Wyndham, Alward Wyndham, George Wyndham the younger, John Wyndham the younger, Francis Wyndham the younger, Hugh Wyndham the younger, Alexander Wyndham, Charles Wyndham, Guy Wyndham, Reginald Wyndham, Wadham Wyndham, Francis Wyndham, John Wyndham, Edward Sandford Wyndham, Charles Henry Wyndham, the Reverend Julius Lloyd Clerk and Caroline Fanny his Wife, formerly Caroline Fanny Voules, and Melissa Elizabeth Voules; and the Heirs, Executors, Administrators, and Assigns of the said Thomas James Agar Robartes and of the said William Cookesley Thompson, Robert Biddulph, and Lawrence Walker; and the Heirs and Assigns of the said Frances de Valmer and Julia Frances Laura Scott, and the Sons of the said William Wyndham the Grandson, Edmund Wyndham, Arthur Wyndham, Hugh Wyndham, and Thomas Heathcote Wyndham respectively, and the Heirs Male of the Bodies respectively of such Sons issuing; and the Sons, other than the Five Persons last named, of the said William Wyndham the Son, and the Heirs Male of the Bodies respectively of such respective Sons issuing, and the Sons of the said William Trevelyan Wyndham, Alfred Wyndham, and Spencer Wyndham respectively, and the Heirs Male of the Bodies respectively of such Sons issuing; and the Sons, other than the Three last-named Persons, of the said Alexander Wadham Wyndham, and the Heirs Male of the Bodies respectively of such respective Sons issuing, and the Sons of the said Alward Wyndham, George Wyndham the younger, John Wyndham the younger, Francis Wyndham the younger, Hugh Wyndham the younger, Alexander Wyndham, Charles Wyndham, Guy Wyndham, and Reginald Wyndham, and the Heirs Male of the Bodies respectively of such respective Sons issuing, and the Heirs Male of the Body of the said Wadham Wyndham issuing; and the Sons, other than the Ten last-named Persons, of the said George Wyndham, and the Heirs Male of the Bodies respectively of such respective Sons issuing, and the Sons of the said Francis Wyndham and Edward Sandford Wyndham respectively, and the Heirs Male of the Bodies respectively of such respective Sons issuing; and the Sons, other than the said Edward Sandford Wyndham, of the said John Wyndham, and the Heirs Male of the Bodies respectively of such respective Sons issuing, and the Sons of the said Charles Henry Wyndham, and the Heirs Male of the Bodies respectively of such respective Sons issuing; and all other Persons to or upon whom any Estate, Right, Title, or Interest hath been devised or limited or bequeathed, or hath descended or devolved or been transmitted, or shall descend or devolve or be transmitted, under or by virtue or in consequence of the herein-before recited Will of the said Testator George Earl of Egremont, or the said Codicils thereto, or either of them.*



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*The Earl of Egremont's Estate Act, 1861.*

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**22.** In citing this Act in any other Act or Instrument, or in any Proceedings at Law or in Equity, it shall be sufficient to designate it as "The Earl of *Egremont's Estate Act, 1861.*" Short Title.

**23.** This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others. Act as printed by Queen's Printers to be Evidence.

*The Earl of Egremont's Estate Act, 1861.*

The SCHEDULE to which the foregoing Act refers.

## FIRST PART.

*Parish of Saint Decumans.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.
Samuel Dunn -	2	Townsend Meadow -	Meadow -	A. R. P. 6 2 13	
Robert Hancock and George Bacon.	3	Townsend Garden -	- - -	0 0 19	
Robert Hancock and George Bacon.	4	An Orchard - -	Orchard -	0 1 29	
Robert Hancock and George Bacon.	5	Barn, Outbuildings, and Yard, now Two Cottages.	- - -	0 0 26	
John Stevens -	6	House and Garden - - -	- - -	0 0 36	
James Chidgey -	7				
James Chidgey -	7a				
James Chidgey -	7b	The Croft - -	Arable -	1 1 28	
William Bulpin, junior, and Richard Williams -	11	Two Dwelling Houses and Gardens - -	- - -	0 1 19	
	12				
Thomas Adams -	13	Two Houses and Garden.	- - -	0 0 33	
Francis Chidgey	14				
Henry Owens -	15	Cottage and Garden	- - -	0 0 28	
John Chilcott -	16				
	17				
Elizabeth Strong's Representatives.	18	Potter's Croft -	Arable -	3 3 6	
Ditto -	19	An Orchard - -	Orchard -	1 2 10	
Ditto -	19a	House, Barton, &c. -	- - -	0 1 16	
W. and John Jones.	20	An Orchard - -	Orchard -	1 2 6	
William and John Jones.	20a	Farmhouse, Garden, Outbuildings, &c.	- - -	0 2 18	
Charles Bucknell	21	The Croft - -	Pasture -	1 1 20	
Ditto -	21a	An Orchard - -	Orchard -	0 0 36	
Ditto -	21b	House and Garden -	- - -	0 1 2	
William John S. Collins.	22	Croft - -	Arable -	1 3 36	
Ditto -	22a	Young Orchard -	Orchard -	0 1 1	
Ditto -	22b	{ House, Garden, and Outbuildings - }	- - -	0 1 3	
John Chillcott -					
Charles Bucknell					

*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.
Jane Pepping, Widow.	23	Opyes Croft - -	Arable -	A. R. P. 1 1 26	
James Date -	24	Cottage and Garden -	- - -	0 0 19	
Emma Torrington	25	Three Cottages and	- - -	0 0 38	
John Trebble -					
George Sully -	26				
Robert Buller -	27	Cottage and Garden	- - -	0 1 5	
John Sully -	28	Cottage and Garden			
Thomas Norton -	29	Cottage and Garden			
Henry White -	30	The Croft - -	Arable -	1 2 1	
Joseph Williams	31	Hartnell's Croft -	- - -	1 3 15	
William Seaward	32	Cottage, Yard, Shed, and Garden -	- - -		
Robert Baker -					
Thomas Hawkes	33	Cottage - - -	- - -	0 1 11	
Robert Baker -					
John Morse, junior, and Thomas Hawkes.	34	Ditto - - -	- - -		
William Seaward and Thomas Hawkes.	35	Garden - - -	- - -		
Trustees of the Earl of Egremont.	36	Williton Manor Pound	- - -	0 0 6	
Henry H. Hole -	37	House and Garden -	- - -	0 0 29	
Jane Norton -	38	Cottage and Garden	- - -	0 1 29	
Charles Poole -	39	Ditto - - -			
George House -	40	Ditto - - -			
William Simons -	41	Ditto - - -			
Thomas Stevens	42	Ditto - - -			
Mary Pepping, Widow.	43	Ditto, Cider House, and Garden -	- - -		
Ditto - -	44	Garden - - -	- - -	0 3 37	
George Trebble -	45	Cottage and Garden -	- - -	0 0 34	
George Stephens	46	Ditto - - -	- - -		
Thomas Hurley -	47	House, Garden, and Croft.	- - -	0 3 31	
Robert Pepping -	48	Cottage and Garden	- - -		
John Seaward -	49	Old Meeting House -			
	50	Cottage pulled down and thrown to the other Garden -			
Mary Staddon, Widow.	51	Cottage - - -	- - -		
Henry Bindon -	52	Cottage, now Garden	- - -	0 1 28	
M. Staddon and H. Bindon.	53	Garden - - -	- - -		
William Coles -	54	Cottage and Garden -	- - -		
Mary Perry, Widow					
John Bruford -	55	Ditto - - -	- - -		
Austin Hake -	56	Ditto - - -	- - -		

*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.			Observations.
				A.	R.	P.	
John Rice - -	57	House, Garden, Malt-house, and Out-buildings - -	- - -	0	2	16	
James Giles - -							
John Rice - -	58	Williams Young Orchard.	- - -	0	0	35	
Robert Bray - -	59	Cottage and Garden -	- - -	0	1	12	
George Hunt, junior.	60	Ditto - - -					
Thomas Collins -	61	House and Garden -	- - -	0	1	15	
Rev. J. S. Heathcote.	62	Ditto - - -					
Ditto - - -	63	Schoolroom and Playground.	- - -	0	0	30	
Thomas Collings -	63a	Plot - - - -	Arable -	0	1	13	
Jane Peppin, Widow.	64	House and Garden -	- - -	0	1	0	
Ditto - - -	64a	Plot - - - -	Arable -	0	2	10	
Thomas Staddon	65	Cottage and Garden -	- - -	0	0	37	
William Hale -	66	Ditto - - -					
John Hurley -	67	Ditto - - -					
Robert Parsons -	68	House and Garden -	- - -	0	0	21	
Robert Symons -	69	Cottage and Garden	- - -	0	0	13	
John Sully -	70	Bakehouse and Out-buildings - -					
Ditto - - -	71	Garden - - -	See above.	-	-	-	
Thrown to the Street.	Part of 72	House, Bakehouse, &c.	- - -	0	0	22	
Joseph Williams -	73	House, Garden, Barton, &c.	- - -	0	2	10	
Ditto - - -	Part of 72	Hearn's Croft -	Arable -	1	0	27	
William Dore -							
James Chidgey -	75	Cottages and Gardens -	- - -	0	1	5	
Thomas Cridland							
William Stevens -							
James Milton -							
James King -							
John Sully - -	80	House and Garden -	- - -	0	0	9	
George Wescott -	81	Dwelling House, Smith's Shop, Garden, &c.	- - -	0	1	17	
Ditto and John Sully.	81a	The Paddock - -	Arable -	0	2	35	
William Owens -	84	Cottage and Garden -	- - -	0	1	0	
George Howe -	84a	Garden - - -					
George Howe -	85	Cottage, Outhouse, and Garden -	- - -	0	1	0	
William Pepping	86	Cottage and Garden -	- - -				
George Ford -	87	Ditto - - -					

*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.	
				A. R. P.		
James Sellick -	115	Two Cottages and Gardens - - }	- - -	0 0 36		
Thomas Owens -	116					
Robert Bacon -	117	Cottage and Garden - }	- - -	0 0 32		
John Bulpin -	118	Cottage and Garden - }	- - -	0 0 32		
Henry Churchill -	122	House and Garden - - }	- - -	0 0 18		
	123					
William Green-slade.	125	Ragland's Croft -	Arable -	1 0 13		
Joseph Williams, Part.	127	Part of higher Ground, about.	Arable -	1 1 37		
William Bryant -	130	Garden enclosed from Waste.	Garden -	0 0 11		
William Trebble -	131	Tower Hill House - }	Garden and Orchard }	0 3 13		
	131a					
William Wescott	132	Garden and Croft - }				
Robert Bacon, junior.	146					
Robert Jones -	147	Houses, Outbuildings, and Garden - }	- - -	0 2 0		
William James -	148					
William Stephens	149					
Ditto -	149a					
James Chibbett -	150	Dwelling House, Outbuildings, Gardens, &c.	- - -	0 1 9		
Frederick Hutchings.						
Samuel Dunn ..	151	Malthouse - - -	- - -	0 0 5		
John Owens -	152	House and Garden -	- - -	0 0 16		
Thomas Owens, junior.	153	Three Cottages and Garden - }	- - -	0 0 21		
Henry Routley -	154					
Henry Chidgey -	155	Goose Plot, Cottages, and Gardens - }	- - -	0 0 19		
James Dibble -	156					
John Burge -	157					
John Crocker -	158	Cottage and Garden - }	- - -	0 2 9		
Samuel Date -	159					
James Hopkins -	160	Ditto - - - }	- - -	0 2 9		
James Staddon -	161	Cottage and Garden.	- - -	- - -		
John Poole -	162	Ditto - - - }	- - -	0 0 35		
Thomas Bulpin -	163					
Francis Pearse -	164	Ditto - - - }				
William Bulpin -	165	Ditto - - - }				
James Hosegood	166	Farmhouse, Barton, Gardens, &c.	- - -	1 0 22		
Mary Eames -	172	Elson's Cottage and Garden.	- - -	0 1 3		
Mrs. Elizabeth Morle, Thomas Bellamy, and William Pepping.	173	House and Garden -	- - -	0 1 12		
George Wescott -	173a	An Orchard - - -	Orchard -	0 3 6		
Richard Staddon	174	Cottage and Garden - }	- - -	0 1 10		
John Bellamy -	175					
		Ditto with 182 and 183 - - - }				

[Private.]

*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.			Observations.	
				A.	R.	P.		
Mrs. Rossiter -	176	Houses and Garden -	-	-	-	0	0	19
Thomas Bulpin, junior -								
John Garde and Elizabeth Morle								
Thomas Bellamy	178	House and Garden -	-	-	-	0	0	11
Thomas Bellamy	179	Horse Shed, now Garden.	-	-	-	0	0	1
John Bellamy, Part.	181	Garden, see 233, 234.	-	-	-	-	-	-
Richard Staddon, Part.	182	Garden	included with 174 and 175, see above.	-	-	-	-	-
William Pepping, Part.	183	Garden						
Abraham Hurley	184	Little Bury -	Pasture -	-	-	1	0	14
Ditto -	184a	Little Bury -	Arable -	-	-	0	2	9
The Trustees -	186	Fir Plantation -	Plantation -	-	-	0	1	2
John Date -	187	House and Garden -	-	-	-	0	1	30
William Cruse -	188	House and Garden -	-	-	-	0	0	14
John Heard -	189	House, Garden, and Orchard -	-	-	-	1	1	0
Ditto -	189a							
Henry Sparkes -	190	Wyndham Arms Inn and Garden.	-	-	-	0	1	1
Sophia Clarke -	191	House and Garden -	-	-	-	0	0	29
James Chibbett -	192	House and Garden -	-	-	-	0	0	32
William Green-slade.	193	House, Courtlage, and Garden.	-	-	-	0	1	2
Ditto -	193a	An Orchard -	Orchard -	-	-	0	1	29
Ditto -	193b	Young Orchard -	-	-	-	0	1	2
Mary Hale -	194	House, Mill, and Garden.	-	-	-	0	1	4
Samuel Dunn and George Casson.	194a	Paddock -	-	-	-	0	1	30
Samuel Dunn, James Thistle, William Stevens	195	Site of Farmhouse burnt down, Out-buildings, and Garden -	-	-	-	1	2	21
	195b							
Samuel Dunn -	195a	Orchard and Garden	-	-	-	-	-	-
Samuel Dunn -	197	Court Yard, Egremont Hotel.	-	-	-	0	2	12
Ditto, Part -	197a	Part of the Croft, about	Pasture -	-	-	0	2	0
Ditto -	197b	Garden with 197 -						
John Gliddon -	198	House and Garden -	-	-	-	0	0	26
	198a							
Ditto and Samuel Dunn -	199	Described as Schoolroom	but Part of Egremont Hotel Premises	-	-	0	0	2
	200	Described as Lock-up House -						
	200							
Eleanor Winter Stenner.	201	House and Garden -	-	-	-	0	0	36
Ditto -	201a							
Ditto -	202							

*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.
				A. R. P.	
Robert Milton -	{ 203	Cottage, with 215, 216	- - -	0 0 21	
	204 }				
Henry Poole -	215	Cottage and Garden } see above.	- - -	-	
Philip Upton -	216				
George Hake -	217	House and Garden -	- - -	0 0 15	
George Eames -	217a	Garden -	Garden -	0 0 15	
Joseph Hunt -	218	Cottage and Garden } Part of Yard, Stable, &c.	- - -		
George Hake and others.	219				
		Wesleyan Chapel and Court -	- - -	0 0 39	
Samuel Cox -	220	Cottage and Garden	- - -		
Robert Doble and George Hake.	221				
George Eames -	222	Cottage and Garden -	- - -		
George Eames -	223				
Ditto -	223a	Site of House and Garden -	- - -	0 0 21	
Ditto -	224				
Ditto -	224a	Site of House and Garden -	- - -	0 0 13	
Ditto -	225				
Ditto -	225a	Site of House and Garden.	- - -	0 0 7	
Ditto -	226				
Robert Bellamy -	} 227	Palmer's House and Garden -	- - -	0 1 2	
George Eames -					
Robert Trebble -	228	Palmer's House and Garden.	- - -	0 1 18	
James Chorley -	229	Cottage and Garden } Cottage and Garden }	- - -	0 1 5	
James Connibeer	230				
Samuel Dunn -	231	Dyehouse Croft -	Meadow -	2 3 34	
Ditto -	232	An Orchard -	Orchard -	0 3 13	
George Parsons -	233	Cottage and Garden } Cottage and Garden, with 1298 and 181 }	- - -	0 0 21	
Mary Eames, Widow.	234				
George Pepping -	235	Cottage and Garden and Shed.	- - -	0 0 12	
William Langdon	236	Cottage and Garden } Cottage and Garden }	- - -	0 0 20	
William Pepping	237				
John Penny -	238	Cottage } with 243 and Cottage } 244.	- - -	0 0 20	
Sarah Chidgey, Widow.	239				
Robert Lambert -	240	Cottage - } Garden - }	- - -	0 0 6	
Ditto -	242				
John Penny -	243	Garden { with the Garden { above.	- - -	-	
Sarah Chidgey -	244				
Thomas Hawkes	246	Cattle Row Meadow -	Meadow -	2 0 10	
Joseph Williams	247	Waterleat Meadow -	Meadow -	2 0 39	
Thomas Cridland	248	Seven Acre Meadow -	Meadow -	6 0 33	
William Dore -	249	Pond Orchard -	Orchard -	0 2 15	
Samuel Dunn -	250	Stone's Meadow -	Meadow -	4 0 8	
William Date -	251	Lake Meadow -	Meadow -	3 1 30	
Joan Cridland -	252	Lake Meadow -	Meadow -	3 2 0	
Thomas Hawkes	253	Graborough -	Meadow -	2 2 6	

*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.			Observations.
				A.	R.	P.	
Frederick Hutchings.	254	Graborough Meadow	Meadow	3	2	30	
Thomas Date	255	Stone Park	Meadow	5	1	36	
William Date	256	Little Stone Parks	Pasture	1	3	36	
William Date	257	Fowl Bridge	Meadow	1	2	17	
Charles Chichester	258	Lake Meadow	Meadow	1	2	0	
Agnes Cordwent	259	Waterleat	Meadow	8	2	32	
Elizabeth Strong's Representatives.	260	Causeway Meadow	Meadow	5	3	22	
Charles Bucknell	261	Mills Meadow	Meadow	3	0	32	
Jane Pepping	262	Perratt's Rap	Meadow	0	3	13	
Jane Routley, Widow.	263	Garden from Waste	-	0	0	10	
Jane Pepping	264	Deer Acre	Meadow	1	1	24	
John Chilcott	265	Deer Acre and Causeway.	Meadow	0	1	2	
John Chilcott	265a	In Causeway Meadow	Meadow	0	1	28	
Ditto	265b	Part of Causeway Meadow.	Meadow	0	1	23	
Thomas Hawkes	266	Short Waterleat	Meadow	0	3	3	
Henry Sparkes	267	Little Meadow	Meadow	1	0	39	
Jane Pepping	268	Paddock	Arable	0	2	21	
James Besley	269	Hearn's Garden	-	0	1	24	
James Besley and Samuel Scott.	270	Shutgate Cottage and Garden	-	0	1	24	
William Stephens	271	Shutgate Meadow	Meadow	2	0	4	
Henry White	272	Palmer's Croft	Meadow	0	2	26	
Ditto	272a	Wishe's Croft	Meadow	0	2	26	
Jane Routley, Widow.	273	Cottage and Garden	-	0	0	27	
Thomas Staddon	274	Ditto	-	0	0	28	
Francis Chidgey, James Besley, junior, and Fire Engine Committee.	275	House, Smith's Shop, and Garden.	-	0	0	28	
George Stevens	280	Cottage and Garden	-	0	3	11	
Ann Mear	281	Ditto	-	0	3	11	
Sarah Langdon	282	Ditto	-	0	3	11	
John Down	282a	Croft	-	0	3	11	
John Burgess	283	Cottage and Garden	-	0	3	11	
John Down	284	Ditto	-	0	3	11	
George Langdon	285	Dwelling House and Garden.	-	0	0	10	
William Gould	286	Barn, Stable, and	-	0	0	13	
Philip Williams	287	Barton	-	0	0	13	
John Chillcott, junior.	288	Barton	-	0	0	13	
Philip Williams	289	Cottages, Garden, and	Orchard	0	3	12	
Henry Poole	290	Croft	-	0	3	12	
Philip Upton	291	Croft	-	0	3	12	
Philip Williams	292	Croft	-	0	3	12	
William Stevens	293	House and Garden	-	0	1	8	
	293a	Croft	Pasture	0	2	18	



*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.
Henry Sparkes, Edward Brice.	294			A. R. P.	
Edward Bryce -	294a	Lower Cross Houses, Garden, and Croft }	- - -	0 3 23	
Ditto - -	295				
Ditto - -	296				
Ditto - -	297				
Samuel Cox and Henry Sparkes.	298				
Thomas Fisher -	299	Cottage and Garden -	- - -	0 0 9	
John Dore, Part -	300	Garden and Stable.	- - -		
William Thomas	302	House and Garden, &c.	- - -	0 3 14	
Gaye - -	302a				
Mary Sillick -	303	Cottages, Garden, and Croft - - - }	- - -	1 0 17	
William Terrell -	304				
John Morse -	305				
Thomas Langdon	306				
John Westcott	307				
Thomas Kent -	308	Cottages, Gardens, &c. - - - }	- - -	0 1 3	
John Langdon -	309				
John Westcott -	309a				
John Peppin -	310				
Samuel Cox, Henry White.	313	Honor Moore's House and Garden, &c.	- - -	0 1 27	
Thomas Hawkes, Henry White.	314	Potter's Croft - -	Arable -	3 1 4	
Ann Peppin, Wi- dow.	315	Cottage, Shop, and Garden - - - }	- - -	0 1 20	
John Taylor -	316				
Thomas Rawles -	317				
Ann Pearse -	318	Ditto - - - }			
Thomas and Al- bert Horne -	319	House and Garden -	- - -	0 1 4	
Ditto - -	319a				
Ditto - -	320				
Thomas Perkins -	321	Strong-house, Garden, &c.	- - -	0 1 14	
Thomas and Al- bert Horne.	322				
Ditto - -	323	The Croft - - -	Pasture -	1 2 9	
Mrs. Tuttiett -	324	House and Garden -	- - -	0 1 35	
J. H. Reynett -	325	House, Outbuildings, Garden, &c.	- - -	0 1 13	
Ditto, Part -	325a	Orchard - - -	Orchard -	0 1 30	
Thomas Hawkes -	335	Four Acre Croft -	Arable -	3 0 32	
Jane Peppin, Wi- dow.	336	In Head Acre - -	Arable -	0 3 15	
James Thistle -	337	Ditto - - -	Arable -	0 2 25	
Henry Churchill -	338	Ditto - - -	Arable -	1 0 18	
Jane Peppin, Wi- dow.	339	Ditto - - -	Arable -	0 1 22	
Potatoe Allotment	340	North Croft - - -	Arable -	7 0 22	
Thomas Hawkes -	342	Longlakes - - -	Arable -	2 0 34	
William Pole -	343	Butts or Northfield -	Arable -	4 0 2	
Ditto - -	344	Round Lake - - -	Arable -	1 0 23	

[Private.]

*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.			Observations.
				A.	R.	P.	
John Rice -	345	White Pit or Timber Field.	Arable -	1	2	38	
Thomas Hawkes -	348	Wrexton Meadow -	Pasture -	0	3	5	
John Chilcott and Thomas Hawkes.	349	An Orchard - -	Orchard -	0	0	15	
John Chilcott -	349a	The Alders - -	Pasture -	0	3	13	
Thomas Hawkes -	350	Gores - - -	Arable -	3	0	25	
Elizabeth Strong	351	Ditto - - -	Pasture -	0	3	14	
John Rice -	352	Ditto - - -	Arable -	1	2	32	
William Dore -	353	Ditto - - -	Arable -	2	0	6	
Elizabeth Strong	354	Gore Meadow - -	Meadow -	2	1	10	
John Chilcott -	355	Allen Meadow -	Meadow -	2	1	20	
William Pole -	356	Lakes and Alder Meadow.	Pasture -	1	1	7	
Thomas Hawkes -	360	White Cross Meadow	Meadow -	2	1	30	
Ditto - -	360a	In Rough Moor -	Meadow -	0	1	0	
Ditto - -	361	Middle Rough Moor -	Meadow -	1	3	24	
John Rice -	364	Woodlands or White Cross.	Meadow -	2	0	10	
Guardians of Wil- linton Union.	365	White Cross Meadow	Meadow -	2	0	3	
Joseph Pursey and John Hawkes.	370	Mill House and Garden	- - -	0	0	21	
William Arnold -	371	Dwelling Houses, Gar- dens, and Orchard.	- - -	0	2	28	
Ditto - -	371a						
Lydia Moor, Widow.	372						
Ditto - -	372a						
Henry Chidgey -	373						
William Jones -	376	Waste at Highbridge	- - -	0	1	12	
Ditto - -	377						
Ditto - -	378						
Ditto - -	379	House and Garden -	- - -	0	1	35	
		Nursery at High- bridge.	- - -	0	0	7	
William Pole -	380	Highbridge Orchard -	Orchard -	1	1	0	
George Strong -	392	One Third of Dennis Plot.	Meadow -	0	1	17	
Ditto - -	393						
Andrew Hosegood	401	Willow Bed or Nur- sery.	Nursery -	0	1	16	
William James Gimblett.	402	Twiney and Chaplin's Meadow, with 610.	Meadow -	6	0	23	
William Pole -	403	Conduit's Plot -	Pasture -	0	1	10	
Ditto - -	405	Headweir Meadow -	Meadow -	3	1	22	
Ditto - -	406	Twiney Way Meadow	Meadow -	2	0	9	
Ditto - -	407	Higher Twiney -	Meadow -	2	3	18	
William Pole -	408a	Twiney Meadow -	Meadow -	0	2	35	
George Strong -	410	Crockford Alders -	Pasture -	1	0	8	
William Pole -	411	Twiney Meadow -	Meadow -	2	2	25	
Ditto - -	412	Long Twiney -	Meadow -	1	3	6	
William Pole -	413	Moiety of Twiney -	Meadow -	1	0	15	
Ditto - -	413a	Moiety of Lower Twi- ney.	Meadow -	1	0	15	
Ditto - -	413b	Part of Twiney -	Meadow -	0	2	14	

*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.
William Pole -	414	Farmhouse, Outbuildings, Garden, and Orchard.	Orchard -	A. R. P.	
	414a			1 2 8	
	414b				
Ditto - -	415	Egrove Meadow and Pound Close.	Pasture -	2 2 18	
Ditto - -	416	Sugar Close - -	Pasture -	1 1 39	
William Pole -	417	Egrove Paper Mills, now new Farmhouse.	- - -	0 1 24	
Ditto - -	418				
Ditto - -	419	Bird's Close - -	Pasture -	2 3 37	
Ditto - -	420	Parish Ground Orchard	Orchard -	2 0 0	
William Stevens -	421	Garden - - -	Arable -	0 0 26	
Ditto - -	422	Park Twiney - -	Meadow -	1 1 9	
William Southwood	423	Little Twiney - -	Meadow -	0 3 18	
Ditto - -	424	Little Comb Ley -	Meadow -	1 2 0	
Ditto - -	425	An Orchard - -	Orchard -	0 0 31	
Ditto - -	426	Little Highbridge Close.	Meadow -	0 3 1	
William Pole -	427	Pinks Pole Orchard -	Orchard -	0 2 23	
James Sully, Mary Ann Taylor.	429	An Orchard - -	Orchard -	0 1 0	
William Pole -	433	Long Meadow -	Meadow -	4 1 4	
James Sully and Mary Ann Taylor.	434 } 435 }	Houses and Garden -	- - -	0 1 14	
William Jones -	436	Highbridge Close -	Arable -	0 2 39	
William Pole and William Jones.	437	Long Close - -	Arable -	2 3 13	
William and John Jones.	438	Whittington - -	Arable -	0 3 17	
Charles Bucknell	439	Little Whittington -	Arable -	0 3 2	
William Pole and William Jones.	441	Bird's Wall - -	Arable -	1 1 8	
William Pole -	442	Lang Beer - - -	Arable -	0 2 20	
Ditto - -	443	Ditto - - -	Arable -	0 3 28	
Joel Thorn -	497	Strickland Six Acres -	Arable -	4 1 33	
William Southwood	498	High Strickland and Barton.	Arable -	2 1 31	
Ditto and Joel Thorne.	498a				
Joel Thorn -	499	Garden - - -	- - -	0 0 36	
Lord Egremont's Trustees.	502	Kingsland Coppice -	Coppice -	0 3 30	
William Southwood	503	Kingsland - - -	Arable -	2 1 39	
Ditto - -	504	Yonder Hurhills -	Arable -	5 0 21	
Ditto - -	505	Higher Furzy - -	Arable -	4 2 10	
Ditto - -	506	Burrough Close -	Arable -	4 1 30	
Ditto - -	507	Higher Furzy - -	Arable -	4 2 24	
Ditto - -	508	Well Close - - -	Arable -	5 0 23	
Ditto - -	509	Cottage and Garden -	- - -	0 0 28	
Ditto - -	509a				
Ditto - -	510	Cottage and Garden -	- - -	0 0 26	
Ditto - -	510a				
Ditto - -	511	Barns, Outbuildings, and Barton.	- - -	1 0 0	
Ditto - -	512	Harcourt's Orchard -	Orchard -	0 3 38	

*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.			Observations.
				A.	R.	P.	
William Southwood	513	Long Orchard -	Orchard -	0	1	3	
Ditto - -	514	Brambley Close -	Meadow -	1	2	23	
Ditto - -	515	Hurhills Green, Close, &c.	Pasture -	5	0	26	
Ditto - -	516	Hither Hurhills -	Arable -	3	3	5	
Ditto - -	517	Milkway, and	Arable -	6	1	29	
Ditto - -	519	Apple Tree Piece					
Ditto - -	518	Milkway Meadow -	Pasture -	1	1	39	
Ditto - -	520	In Bleary Pate -	Arable -	0	3	26	
Ditto - -	521	Ditto - -	Arable -	0	3	22	
Ditto - -	521a	Ditto - -	Arable -	1	1	18	
Ditto - -	522	Ditto - -	Arable -	0	3	5	
Ditto - -	523	Ditto - -	Arable -	1	1	27	
Ditto - -	524	Ditto - -	Arable -	5	1	10	
Ditto - -	525	Kingsland - -	Arable -	4	2	20	
Ditto - -	525a						
Ditto - -	526	Pyes Brake - -	Arable -	3	3	6	
Ditto - -	526a	Bleary Pate - -	Arable -	0	3	26	
Ditto - -	527a	In Lower Bleary Pate	Arable -	0	2	16	
Ditto - -	528	Higher Bleary Pate -	Arable -	0	2	1	
Ditto - -	528a	In Bleary Pate -	Arable -	0	2	39	
Ditto - -	528b	Ditto - -	Arable -	0	3	14	
Ditto - -	528d	Ditto - -	Arable -	0	1	12	
Lord Egremont's Trustees.	529	Bleary Pate Coppice -	Coppice -	1	1	20	
Ditto - -	529a	Ditto - -	Coppice -	0	2	30	
Ditto - -	530	Furze Brake - -	Brake -	0	2	29	
William Southwood	531	Black George - -	Arable -	3	2	24	
Ditto - -	532	Outer Bleary Pate -	Arable -	2	0	0	
Ditto - -	533	Milkway - -	Arable -	7	2	16	
William Pole - -	535	Lower Homes Combe	Arable -	2	3	7	
Ditto - -	536	South Knapp - -	Arable -	11	1	8	
Ditto - -	537	Eight Acre Knapp -	Arable -	8	0	39	
Ditto - -	538	North Knapp - -	Arable -	8	2	35	
Ditto - -	538a	Ditto - -	Arable -	3	3	26	
Ditto - -	540	Headweirs, or the Rap	Pasture -	0	1	28	
Ditto - -	541	Foxhole Meadow -	Arable -	1	3	20	
Ditto - -	542	Headweirs, or the Long Rap.	Pasture -	0	3	25	
William James Gimblett.	543	Long Orchard -	Orchard -	1	2	21	
William Pole - -	545	Sideland Fox Hole -	Arable -	6	2	17	
Ditto - -	546	Higher Fox Hole -	Arable -	5	3	6	
Ditto - -	547	Barn Close - -	Arable -	10	2	28	
William Southwood	548	Eight Acre Rydem Hill	Arable -	7	3	0	
Ditto - -	549	Long Rydem Hill -	Arable -	5	3	2	
William Southwood and William Pole	550	Wood Breach - -	Arable -	8	0	37	
William Pole - -	551	Middle Homes Combe	Arable -	4	3	32	
William Southwood	552	Homes Combe - -	Arable -	1	1	25	
Ditto - -	553	Higher Homes Combe	Arable -	4	3	7	
Ditto - -	553a	In Homes Combe -	Arable -	0	2	2	
Ditto - -	554	Line Acre - -	Arable -	3	1	12	
Ditto - -	557	Cleeves - -	Arable -	4	3	38	

*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.
William Southwood	558	Little Well Close -	Pasture -	A. R. P. 1 2 14	
Ditto - -	559	Carroll Close -	Meadow -	2 3 16	
Ditto - -	560	Lower Garden -	Garden -	0 0 32	
Ditto - -	561	The Croft - -	Arable -	1 3 30	
Ditto - -	562	Higher Variety -	Arable -	2 1 17	
Ditto - -	563	Farmhouse, Out- buildings, Orchard, &c. }	- - -	0 3 29	
Ditto - -	563 <sup>a</sup>				
Ditto - -	564	The Sea Croft -	Pasture -	4 1 34	
Ditto - -	565	Withy Bear -	Arable -	4 3 30	
Ditto - -	566	Three Acres -	Arable -	3 0 18	
Ditto - -	567	The Five Acres -	Arable -	1 2 30	
Ditto - -	568	Pitt Close -	Arable -	4 0 26	
Ditto - -	569	Higher Sedges -	Arable -	2 1 20	
Ditto - -	570	Lower Sedges -	Arable -	3 0 4	
Ditto - -	571	Pitt Lilly Brake -	Furze Brake -	3 0 38	
William James Gimblett.	572	Lilly Seven Acres -	Arable -	5 3 17	
Ditto - -	573	Lilly Six Acres -	Pasture -	5 2 25	
Ditto - -	574	Pit Lilly - -	Arable -	3 2 5	
Lord Egremont's Trustees.	575	Lilly Coppice -	Coppice -	4 0 6	
William James Gimblett.	576	Long Lilly - -	Arable -	9 0 33	
Ditto - -	577	Lilly Field - -	Arable -	11 0 33	
Ditto - -	578	In Lilly Field -	Arable -	1 2 31	
Ditto - -	579	Higher Bottom Close	Arable -	7 2 7	
Ditto - -	580	Lower Bottom Close -	Arable -	5 3 15	
Ditto - -	581	South Lilly - -	Arable -	6 1 20	
Ditto - -	582	The Seven Acres -	Arable -	11 2 10	
Ditto - -	583	Ten Acres - -	Arable -	7 3 33	
Ditto - -	584	Farm Ten Acres -	Arable -	8 3 28	
Ditto - -	585	Four Acres - -	Arable -	5 3 8	
Lord Egremont's Trustees.	589	Sinking Close Coppice	Coppice -	7 1 25	
William Southwood	590	Sinking Close -	Arable -	6 3 36	
W. J. Gimblett -	591	Garden - -	Garden -	0 0 8	
William James Gimblett. -	592	Hay Grove - -	Arable -	3 2 32	
William Southwood	593	Stone Heaps - -	Arable -	9 0 31	
Ditto - -	594	Eight Acres - -	Arable -	4 0 15	
William James Gimblett.	595	Fere Hill or Higher Fore Hole.	Arable -	11 3 37	
Ditto - -	597	Garden from Lower Lynch.	Garden -	0 0 13	
Ditto - -	598	Lower Lynch Close -	Arable -	1 0 36	
Ditto - -	601	Baker's Close -	Arable -	4 1 30	
Henry Bale -	602	Garden inclosed from Waste.	- - -	0 0 25	
William James Gimblett.	603	Lower Fox Hole -	Arable -	3 3 3	
Ditto - -	604	Garden - -	Garden -	0 0 10	
Ditto - -	608	Hay Rick Meadow -	Meadow -	4 3 2	
Ditto - -	609	Barn Meadow -	Meadow -	7 1 28	

[Private.]

*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.			Observations.
				A.	R.	P.	
William James Gimblett.	610	Twiney and Chaplin Meadow.	See No. 402.	—			
Ditto - -	613	Doniford Alders -	Pasture -	2	0	0	
Ditto - -	615	Hake's Paddock -	Pasture -	0	2	38	
Ditto - -	616						
Ditto - -	617	Escott's Orchard -	Orchard -	1	2	18	
Ditto - -	618	Cottage and Garden -	- - -	0	1	5	
Ditto - -	619						
John Milton -	620	Cottage and Garden	- - -	0	0	38	
James Bindon -	621	Ditto ditto					
William Jenkins -	622	Cottage and Garden					
	622a						
Thomas Pulman -	623	Orchard and Out-buildings.	- - -	0	3	20	
William James Gimblett.	626	Tarr's Orchard -	Orchard -	1	0	23	
Ditto - -	627	Little Meadow -	Meadow -	1	1	38	
George Buller -	628	Cottage and Garden -	- - -	0	0	26	
Thomas Pulman -	631	Dwelling House, Cloth Factory, and Garden.	- - -	0	1	28	
Ditto - -	632	Rack Meadow -	Meadow -	1	0	39	
William James Gimblett.	633	Part of Moor Meadow	Pasture -	0	2	36	
Ditto - -	634	Moor Meadow -	Pasture -	7	1	25	
Ditto - -	635						
Ditto - -	636	The Swill - -	Pasture -	2	3	35	
Ditto - -	637						
Ditto - -	638	Rydon Hooks -	Meadow -	5	3	0	
Ditto - -	639	The Swill - -	Pasture -	3	3	19	
Ditto - -	640	Goose Close - -	Pasture -	2	3	16	
Ditto - -	641	Middle Field -	Meadow -	6	1	17	
Ditto - -	642	Home Field - -	Meadow -	5	2	4	
Ditto - -	643	Limekiln, Barton, and Lane.	Kiln -	0	2	0	
Ditto - -	644	Green Close, Cart-house, &c.	Pasture -	2	1	5	
Ditto - -	645	Farmhouse, Outbuildings, Garden, &c.	- - -	1	1	11	
Ditto - -	646	An Orchard, Waggon Houses.	Orchard -	0	3	26	
Ditto - -	647	West Moor Meadow -	Meadow -	4	1	7	
Henry Bale -	649	Cottage and Garden	- - -	0	0	32	
John Bale -	650	Ditto ditto					
George Strong -	657	Garden - -	- - -	0	1	10	
William James Gimblett -		Cottages and Gar-					
George Strong -		dens - -					
Ditto - -	660						
Ditto - -	661	Farmhouse, Outbuildings, Garden, &c.	- - -	0	2	27	
Ditto - -	662	Davy or Little Orchard.	- - -	0	2	14	
Ditto - -	663	Great Orchard -	Orchard -	2	0	28	

*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.
Thomas Pulman -	664	An Orchard, now Garden.	Orchard -	A. R. P. 0 0 13	
Ditto - -	665	Woodridges - -	Pasture -	3 0 3	
William James Gimblett.	666	Barton, &c. - -	- - -	0 0 14	
Ditto - -	669	Hearns - -	Pasture -	3 3 21	
Ditto - -	670	Daw's Ground - -	Arable -	1 2 9	
Ditto - -	677a	Higher or Lower Bond's Ground.	Arable -	7 1 8	
George Strong -	678	Mow Close - -	Arable -	7 3 23	
Ditto - -	679	Mow Close Meadow -	Pasture -	4 1 6	
Ditto - -	680	An Orchard - -	Orchard -	1 0 33	
Ditto - -	681	Lyddimore House and Garden.	- - -	0 1 7	
Ditto - -	682		- - -	- - -	
Ditto - -	683		Outbuildings, Barton, &c.	- - -	0 3 6
Ditto - -	684	Home Meadow -	Pasture -	2 3 9	
Ditto - -	685	Woodland's Close -	Pasture -	3 1 29	
Ditto - -	686	Scarland - -	Arable -	4 0 4	
Ditto - -	687	Scarland - -	Arable -	4 2 14	
Ditto - -	688	Pitt Kingsland -	Arable -	5 1 10	
Ditto - -	690	Wren Hill - -	Arable -	8 3 20	
Ditto - -	692	Tuffland - -	Arable -	7 2 12	
Ditto - -	693	Petty Close - -	Arable -	5 3 23	
Ditto - -	695	Alders - -	Pasture -	0 2 16	
Ditto - -	696	Three Acre Meadow -	Meadow -	2 1 17	
Ditto - -	697	Tuffland Orchard -	Orchard -	0 1 22	
Ditto - -	698	Five Acre Meadow -	Meadow -	4 0 23	
Ditto - -	699	Meadow - -	Meadow -	3 0 38	
Ditto - -	700	Barn Close - -	Pasture -	1 3 28	
Ditto - -	701	Liddimore Meadow -	Meadow -	2 2 3	
Ditto - -	702	Long Close - -	Meadow -	2 1 24	
Ditto - -	703	Long Elm - -	Meadow -	1 2 26	
Thomas Hawkes -	704	White Pit - -	Arable -	4 1 33	
Samuel Dunn -	705	Lids - -	Arable -	5 0 29	
George Strong -	707	Great Goat Hanger -	Arable -	7 0 21	
Ditto - -	708	In Goat Hanger -	Arable -	2 2 3	
Ditto - -	710	Little Goat Hanger -	Arable -	1 2 24	
Ditto - -	711	Goat Hanger - -	Arable -	5 3 39	
Ditto - -	712	Eight Acres or Lower Grove.	Pasture -	7 0 20	
Ditto - -	713	Dibble's Lyddimore -	Arable -	5 2 15	
Ditto - -	714	Three-cornered Field	Arable -	2 0 8	
Ditto - -	715	Brown's Close - -	Arable -	3 3 38	
Ditto - -	716	Higher Magland - -	Arable -	3 0 14	
Ditto - -	717	Pyc's Ground - -	Arable -	5 2 34	
Ditto - -	718	Three Acre Grove -	Arable -	2 3 10	
Ditto - -	719	Grove - -	Arable -	4 2 35	
Ditto - -	720	Seven Acres or Higher Grove.	Arable -	8 0 15	
Ditto - -	721	Nickey Wheddon's Field.	Arable -	1 0 15	
Samuel Dunn -	723	Raps, or Grove - -	Pasture -	2 2 32	
Ditto - -	724	Lappersham - -	Pasture -	1 0 15	

*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.			Observations.
				A.	R.	P.	
Samuel Dunn, and Lord Egremont's Trustees.	724a	Lappersham - -	Arable -	3	0	10	
Lord Egremont's Trustees.	725	White Pit Coppice -	Coppice -	2	1	35	
Edward Brice -	728	White Pit - -	Pasture -	1	2	19	
Samuel Dunn -	729	Break-neck Orchard -	Orchard -	1	0	5	
Ditto - -	730	Break-neck - -	- -	1	0	7	
Ditto - -	731	Ditto - -	Arable -	3	0	3	
Ditto - -	732	Bowlake - -	Arable -	2	1	30	
Ditto - -	733	Ditto - -	Arable -	3	1	4	
Ditto - -	734	Ditto - -	Arable -	4	2	25	
Joseph Williams -	736	Foul Bridge and Bowlake.	Arable -	3	0	14	
Elizabeth Strong	737	Longrove and Lynch Bush.	Arable -	2	2	25	
Samuel Dunn -	738	Square Grove - -	Arable -	0	2	35	
Ditto - -	738a	Groves - -	Pasture -	1	2	11	
Ditto - -	739	Ditto - -	Arable -	0	3	2	
Ditto - -	739a	Ditto - -	Arable -	1	0	27	
Ditto - -	740	Ditto - -	Arable -	2	1	24	
Lord Egremont's Trustees.	741	Grove Plantation -	Plantation -	4	2	34	
William Pole -	742	Little Long Close -	Arable -	3	3	0	
Ditto - -	743	Great ditto - -	Arable -	5	3	10	
William Stoate -	745a	Magland - -	Arable -	0	3	8	
Richard D. Case -	746	In Magland, formerly Norman's.	Arable -	1	0	10	
George Strong -	747	Hooper's Magland -	Arable -	1	1	23	
Richard D. Case -	749	Magland - -	Arable -	2	1	21	
Ditto - -	751	Norman's Magland -	Arable -	1	1	10	
Henry Hole -	754	Ingram's Meadow -	Meadow -	2	1	29	
William Stoate -	756	Ditto ditto - -	Meadow -	1	1	30	
Ditto - -	757	Ingram's or Pulpit's -	Meadow -	1	3	22	
William Pole -	758	Twenty Acres - -	Arable -	4	3	32	
William Pole -	759	In Twenty Acres -	Arable -	1	1	8	
Agnes Cordwent	760	Twenty Acres - -	Arable -	3	1	23	
Joanna Boswell -	761	Bell Ground - -	Meadow -	2	0	0	
Ditto - -	763	In Lower Five Acres -	Arable -	0	1	15	
Ditto - -	764	Ditto ditto - -	Arable -	0	1	12	
Henry Hole -	766	Ditto ditto - -	Arable -	0	2	0	
Ditto - -	767	In Lower Five Acres -	Arable -	0	2	10	
Ditto - -	768	Ditto ditto - -	Arable -	0	2	26	
Lord Egremont's Trustees.	769	Watchet Manor Pound	- -	0	0	2	
John Thorn -	770	In Great Weerrishland	Arable -	1	3	33	
Ditto - -	772	Ditto ditto - -	Arable -	1	2	5	
Henry Hole -	774	Ditto ditto - -	Arable -	0	2	32	
John Thorn -	776	Great Weerrishland -	Arable -	1	1	0	
Thomas Bishop -	778	In ditto, ditto -	Arable -	0	1	4	
Henry Hole -	779	Pulpit's Three Acres -	Arable -	2	2	31	
Ditto - -	780	Three-cornered Pulpit	Arable -	2	1	27	
Ditto - -	781	Pulpits - -	Arable -	0	3	31	



*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.	
Potato Allotments	782	Bellfield - -	Arable -	A. R. P. 2 2 15		
Ditto -	783	Bellground - -	Arable -	4 0 25		
Wm. James Gimblett.	784	Farthings - -	Arable -	2 3 30		
James Baker -	786	Farthing's Garden -	Arable -	0 0 14		
John Thorn -	809	In Little Weerrishland.	Arable -	1 2 33		
George Greenslade	815	In Almer's Croft -	Arable -	0 3 7		
Ditto -	816	Ditto ditto -	Arable -	0 1 8		
John Thorn -	819	Ditto ditto -	Arable -	0 1 20		
Ditto -	820	In ditto (now Coal-yard, Cellar, and Linhay).	Arable -	0 0 21		
John Browning -	823	In Almer's Croft -	Arable -	0 3 1		
John Browning -	824	Dwelling House and Smith's Shop.	- - -	0 0 5		
R. D. Case -	826	The Croft - -	Arable -	0 2 7		
Ditto -	828	Barn and Barton's Ship-building Yard, &c.	- - -	0 1 6		
James Jones, junr.	829	Ironworks now Smith's Shop.	- - -	0 0 17		
R. D. Case -	830	House, Yard, and Garden, Smith's Shop.	- - -	0 2 34		
John Browning -						
William Pearce -	831 831a	}	- - -			
James Jones, junior.			832	Houses and Gardens -	0 1 18	
Ditto -	832a					
Ditto -	833					
	835	Site of Houses pulled down to widen Watchet Slip -	- - -	0 0 9		
	838					
	839					
	840					
	841	Site of Houses pulled down to widen Watchet Slip -	- - -	0 0 3		
	842					
W. L. Copp & Company -	851 851a 852a	Dwelling House, Shop, Garden, &c. -	- - -	0 1 1		
Henry Denman -			852	Dwelling House -		
Charlotte Pike -						
Joanna Boswell -	854	House, Garden, &c. -	- - -	0 1 17		
Charles Williams and William Prosser.	855	Warehouse, Yard, and Coach-house -	- - -			
Thomas Stoate -	856	Yard, Outbuildings, &c. Coal Yard, Warehouses, &c. -	- - -	0 3 8		
Charles Williams and William Prosser.	857					
Thomas Stoate -	858		Dwelling House, Outbuildings, and Garden - -			
John Wescombe -	858a	Garden - -				

[Private.]

*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.
				A. R. P.	
William Stoate -	859	Site of House, Malt-house, Garden, &c.	- - -	0 1 10	
Thomas Stoate -			- - -	0 0 2	
Brendon Hill Iron Ore Company.	871	Blacksmith's Shop, now Coachhouse and Stable.	- - -	0 0 2	
John Beasley -	872	Wheelhouse or Rope-walk.	- - -	0 0 1	
John Thorne -	873	Lower Lime Close	Pasture	0 2 6	
Ditto -	876	Higher Lime Close	Pasture	0 2 35	
Ditto -	877	Farthings or Cleeves	Arable	0 2 5	
Ditto -	878	Shells	Pasture	0 3 31	
Peter James Potter	879	Paddock severed by the new Turnpike Road	Pasture	0 2 37	
William Stoate -					
Peter James Potter	880	Paddock	Pasture	0 1 8	
	889	Waste by Turnpike Road.	-	-	
William Stoate -	891	Paddock	Pasture	0 2 20	
John Thorn -	893	Dwelling House, Coal-yard, and Garden.	- - -	0 1 7	
Ditto -	893a	Paddock, formerly Heming's or Old Orchard	Garden and Orchard.	0 2 26	
William Calloway	900	Dwelling House, &c.	- - -	0 0 6	
Martha Flea -					
William Chidgey	908	Cottage and Garden	- - -	0 0 22	
James Davis -	909	Ditto, ditto	- - -	0 0 22	
William Wilkins -	910	Ditto, ditto	- - -	0 0 22	
Martha Flea -	913	Barn, &c.	- - -	0 0 16	
Ditto -	914	Carthouse, Yard, &c.	- - -	0 0 16	
Ditto -	915	Garden	- - -	0 0 26	
Ditto -	917	Bakehouse and Garden	- - -	0 0 26	
James Date -	918	Empty Courthouse and Garden.	- - -	0 0 32	
John Perry -	919	Dwelling House and Garden	- - -	0 0 14	
Richard Short -	920	Ditto, ditto	- - -	0 0 14	
Joan Bulpin -	921	Ditto, ditto	- - -	0 0 14	
David McAlpine and the Trustees.	934a	Garden and Carpenter's Shop about	- - -	0 0 5	
Iron Ore Company	936	Yard and Buildings	- - -	0 0 31	
Wansborough and Strange.	936a	The like.	-	-	
William Stoate -	937	House, Yard, Garden, &c.	- - -	0 2 19	
William Tredwell					
	937b	Barnyard, &c.	- - -	0 0 19	
Benjamin Simmons	938	Dwelling House, Out-houses, and Garden	- - -	0 0 31	
Robert Williams	939	Cottage	- - -	0 0 7	
Mrs. Monk -	940	Storehouse	- - -	0 0 7	
Ditto -	941	Cottage	- - -	0 0 7	
Lydia Kingsbury, Widow.	942	House, &c.	- - -	0 0 4	

*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.
Charles Griffiths -	944	House, &c. - - -	- - -	A. R. P. 0 0 3	
Sarah Burton -	947	Houses, Yard, &c. - - -	- - -	0 0 18	
Ditto -	948				
Caroline Kingsbury and R. D. Case.	949	The Bell Inn, &c. - - -	- - -	0 0 18	
Richard Morse -	950	Dwelling House -	- - -		
William Strong -	951	Ditto - - -			
Lawrence Holcombe.	952	Ditto - - -			
Robert Wedlake -	{ 953 } 953a } 954	Dwelling House and Garden - - - Site of Malthouse pulled down and thrown into Court	- - -	0 0 20	
George E. Green	956	Workshop - - -	- - -	0 0 2	
Lord Egremont's Trustees.	955	Site of Key Shop pulled down and thrown to Cottage 957.			
Miss Flea, Robert Webber, and R. Hole.	957	Dwelling Houses, &c. - - -	- - -	0 0 6	
William Allen -	958				
Sarah Westlake -	961	Dwelling House behind the Market House Watchet -	- - -	0 0 15	
Benjamin Woodman.	962				
Cornelius Chidgey	963	Market House and Lock-up House Watchet.	- - -	0 0 3	
Joanna Boswell -	964				
Lord Egremont's Trustees -		971	Watchhouse Watchet	- - -	0 0 1
Sarah Sully -	974	House, &c. - - -	- - -	0 0 6	
Elizabeth Cox -	978	House, &c. - - -	- - -	0 0 3	
John Wedlake -	979 } 980 } 992 }	Old Manor Mills at Watchet and Garden.	- - -	0 1 9	
Peter James Potter and others -					
R. Hole and others, Part of.					
Joanna Boswell -	998	Barn and Garden -	- - -	- - -	
Mrs. Watts -	987	Dwelling House, Out-buildings, and Garden (not sold to Mineral Railway Company).	- - -	-	
And Part of -	987a				
George Greenslade	987b				
Benjamin Mercombe.	988	Cottage and Garden -	- - -	0 0 2	
John Leigh -	989	Dwelling House, &c. } Ditto, ditto - - }	- - -	0 0 16	
Ann Gwinney -	990				
Henry Chidgey and others, Part of.	991	Orchard (not sold to Mineral Railway Company).	Orchard.	-	
	992	See 979.	-	-	

*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.	
				A. R. P.		
Jonathan Chidgey Margaret Baker, Part of - - -	993	Dwelling Houses and Garden not sold to Mineral Railway Company.	—	—		
Part of - - -						994
Part of - - -						995
Isaac Wood, Part of - - -	996	House, &c. (not sold to Mineral Railway Company).	—	—		
Jonathan Chidgey Lord Egremont's Trustees, Part of - - -	1004	Unfinished Cottages and Gardens.	—	—		
Vacant Part of -	1005a	Part of Garden, being the Frontage of un- finished Cottages.	—	—		
Vacant - - -	1005b					
John Bray - - -	1006	Cottage, &c. - - -	}	}	0 0 9	
Robert Allen - -	1007	Cottage, &c. - - -				
	1008					
Potato Allotments	1022	Louse Land - - -	Arable -	1 3 32		
Joanna Boswell -	1026	Thorney Close - - -	Arable -	1 3 38		
Ditto - - -	1027	Thorney Close Meadow	Pasture -	2 0 25		
William Stoate -	1029	Green Way - - -	Arable -	0 2 35		
Ditto - - -	1030	Gibson's Hill and Kilns	Arable -	4 3 0		
John Thorn - - -	1035	Home Field - - -	Arable -	0 3 4		
James Date, Part of - - -	1041	Copse Close Orchard (not sold to Mineral Railway Company).	Orchard -	1 1 24		
		1042	Copse Close (not sold to Mineral Railway Company).	Pasture -	2 2 22	
William Stoate, Part of - - -	1042a	Little Silver Orchard and Gardens (not sold to Mineral Rail- way Company) -	}	}	0 2 5	
Part of - - -						1045
Sarah Smith and others.						1046
Part of - - -	1047					
Agnes Cordwent, Part of - - -	1049	White Hall Meadow (not sold to Mineral Railway Company).	Meadow -	}		
Ditto, Part of -	1050	Paddock (not sold to Mineral Railway Company).	Meadow -			
Ditto, Part of -	1051	Little Silver Meadow (not sold to Mineral Railway Company).	Meadow -			
Ditto, Part of -	1052	The George Meadow (not sold to Mineral Railway Company).	Arable -			
Ditto - - -	1054	Tuck's Meadow - - -	Meadow -	1 2 32		
William Stoate -	1055	An Orchard - - -	Orchard -	0 1 31		
Ditto - - -	1056	Higher Orchard - - -	Orchard -	1 2 20		
Ditto - - -	1057	An Orchard - - -	Orchard -	1 0 3		
Ditto - - -	1058	Rack Meadow - - -	Meadow -	3 1 38		
Ditto - - -	1059	Dabs Orchard - - -	Orchard -	0 0 35		
Ditto - - -	1060	Grab Close - - -	Pasture -	2 3 3		
Ditto - - -	1061	Three Acres - - -	Arable -	2 1 2		

*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.
William Stoate -	1062	Croft - - -	Meadow -	A. R. P. 1 1 18	
Ditto - -	1063	Rack Meadow - -	Meadow -	4 0 0	
Ditto - -	1064	Dwelling House,			
	1064b	Grist Mill, Out- buildings, Garden, and Millpond -	- - -	2 2 5	
Ditto - -	1064a	Orchard - - -	Orchard -	0 3 28	
Ditto - -	1065	The Croft - - -	Pasture -	0 3 30	
Ditto - -	1066	Lower Cleeve - -	Pasture -	1 1 12	
Ditto - -	1067	Higher Cleeve, or Two Acres.	Arable -	2 0 23	
Ditto - -	1068	Four Acres - - -	Arable -	3 0 25	
Ditto - -	1069	The Down - - -	Arable -	2 3 31	
George Taylor -	1070	In Higher Five Acres	Arable -	0 1 16	
Ditto - -	1071	Ditto ditto - -	Arable -	0 1 5	
Ditto - -	1072	Ditto ditto - -	Arable -	0 1 19	
Joanna Boswell -	1074	Ditto ditto - -	Arable -	0 0 26	
Ditto - -	1075	Ditto ditto - -	Arable -	0 0 30	
Ditto - -	1076	Ditto ditto - -	Arable -	1 1 15	
Ditto - -	1077	Ditto ditto - -	Arable -	0 2 5	
Mrs. Kingsbury -	1080	Ditto ditto - -	Arable -	0 2 32	
Agnes Cordwent	1082	Causeway Close - -	Arable -	3 2 28	
Ditto - -	1083	Castle Close Causeway	Arable -	3 2 16	
Ditto - -	1086	In Churchway - -	Arable -	0 3 24	
Ditto - -	1087	Ditto ditto - -	Arable -	0 1 26	
Ditto - -	1088	Ditto ditto - -	Arable -	0 1 17	
Ditto - -	1090	Ditto ditto - -	Arable -	0 0 37	
Ditto - -	1091	Ditto ditto - -	Arable -	0 1 0	
Ditto - -	1092	In Churchway - -	Arable -	0 2 5	
Ditto - -	1094	Ditto ditto - -	Arable -	0 1 7	
Ditto - -	1097	Ditto ditto - -	Arable -	0 2 20	
Ditto - -	1099	Grove Meadow - -	Meadow -	4 1 2	
Ditto - -	1100	Grove Orchard - -	Orchard -	1 1 33	
Ditto - -	1101	Six Acres - - -	Arable -	5 0 38	
Ditto - -	1105	Five Acres - - -	Arable -	5 0 38	
Ditto - -	1106	Cow Leze or Parks -	Pasture -	5 2 17	
Ditto - -	1107	The Parks - - -	Pasture -	6 1 27	
Ditto, Part of -	1123	Captain's Meadow (not sold to Mineral Railway Company).	Meadow -	8 1 0	
Ditto, Part of -	1124	Old Lane (not sold to the Mineral Railway Company).	- - -	0 1 9	
Charles Blacker, Part of - -	1125	Lower Barn Close (not sold to Mineral Railway Company).	Arable -	3 2 9	
Trustees of Lord Egremont.	1126	Brake in ditto - -	Coppice -	0 3 3	
William Stoate -	1127	Tuck's Orchard (not sold to Mineral Railway Company).	Orchard -	1 0 22	
Ditto - -	1128	Greenway - - -	Arable -	3 1 39	
Edward Risdon -	1129	The Hill and Lime Kiln	Arable -	5 3 28	
John Thorn - -	1130	Miller's Close - -	Arable -	1 2 26	

[Private.]

*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.
				A. R. P.	
Edward Risdon -	{ 1131 1131a 1131b }	Outside Daw's Castle	Pasture -	4 0 3	
Ditto - -	1132	Daw's Castle - -	Arable -	4 3 32	
Joseph Hunt -	1133	Plot of Daw's Castle -	Arable -	0 1 20	
Ditto - -	1134	Garden at Daw's Castle	Arable -	0 0 33	
Ditto - -	1135	Daw's Castle - -	Arable -	0 3 33	
William Strong -	1136	Garden - -	- -	0 0 24	
Charles Blacker, Part of - -	{ 1137	{ Higher Barn Close (not sold to Mineral Rail- way Company).	Arable.	-	
Ditto - -	1138	Will Close - -	Arable -	3 3 33	
Trustees of Lord Egremont.	1139	Part of Tuck's Brake -	Coppice -	1 1 16	
Ditto, ditto, Part of - -	{ 1140	{ Tuck's Coppice -	Coppice -	1 3 35	
Trustees, ditto, Part of - -	{ 1141	{ Coppice - -	Coppice -	0 3 37	
Ditto, Part of -	{ 1142	{ Not sold to Mineral Railway Company	Meadow and Brake -	{ 4 0 11	
William Pole, Part of - -	{ 1142a	{ Tuck's Meadow and Brake - -			
Ditto, Part of -	1144	Two Acre Meadow (not sold to Mineral Railway Company).	Meadow -	1 2 29	
Ditto - -	1145	Five Acre Meadow -	Meadow -	4 0 7	
Ditto, Part of -	1146	Four Acre Meadow (not sold to Mineral Railway Company).	Meadow -	3 2 26	
Ditto - -	1147	Long Meadow -	Meadow -	2 1 2	
The Trustees of Lord Egremont.	1148	Plantation - -	- -	0 1 24	
William Pole -	1159	Great Orchard - -	Orchard -	1 2 14	
Ditto - -	1160	Farmhouse, Barton's Gardens, &c.	- -	1 1 20	
Charles Blacker -	1161	Lower Mill Meadow -	Meadow -	3 2 24	
Ditto - -	1162	Higher Mill Meadow -	Meadow -	3 1 21	
William Pole -	1163	Higher Meadow -	Meadow -	1 3 23	
Ditto - -	1164	The Croft - -	Meadow -	1 3 35	
Ditto - -	1165	The Croft Orchard -	Orchard -	0 2 10	
Ditto - -	1166	Eight Acres or Furzy	Arable -	7 1 28	
Ditto - -	1167	Garden - -	Garden -	0 0 20	
Ditto - -	1168	Four Acres or Little Furzy.	Arable -	2 2 27	
Charles Blacker -	1169	Dunkray - -	Arable -	9 0 25	
Ditto - -	1170	Allens - -	Arable -	9 3 2	
William Pole -	1178	Western Grove -	Pasture -	10 3 38	
Agnes Cordwent -	1179	Spreat's Grove -	Arable -	2 2 2	
Samuel Dunn -	1180	Garden under Grove, near Five Bells.	- -	0 0 37	
Ditto - -	1181	Stoney Trough -	Arable -	2 1 30	
Ditto - -	1182	Long Grove - -	Arable -	4 3 27	
William Pole -	1183	Six Acre Grove -	Arable -	6 2 37	
Ditto - -	1184	Seven Acre Grove -	Arable -	7 2 28	

*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.
Lord Egremont's Trustees.	1185	Grove Coppice	Coppice	A. R. P. 1 0 32	
William Pole	1186	Eastern Grove	Arable	11 2 36	
Samuel Dunn	1187	Little Grove	Arable	2 3 31	
Ditto	1188	Grove	Arable	3 3 30	
Ditto	1189	Leechway	Arable	2 1 37	
Ditto	1190	Little Leechway	Arable	0 2 4	
Elizabeth Strong	1191	Leechway	Arable	2 3 31	
Samuel Dunn	1192	Battle Grove	Arable	4 1 38	
Ditto	1193	Ditto ditto	Arable	0 3 16	
Thomas Kent	1194	Plot at Battle Grove	Arable	0 1 16	
Ditto	1195	Garden and Orchard at Battle Grove.		0 2 25	
Elizabeth Strong	1196	Battle Grove or Leechway.	Arable	3 3 30	
Ditto	1196a	Ditto ditto	Arable	4 1 36	
Ditto	1196b	Leechway	Arable	0 1 29	
Ditto	1196c	Leechway	Arable	0 1 30	
Joseph Williams	1197	Long Leechway	Arable	5 2 23	
Ditto	1198	Great Leechway	Arable	7 1 22	
Ditto	1199	North Moor	Arable	3 2 38	
Ditto	1200	Ditto	Pasture	1 2 9	
Ditto	1200a	Part North Moor	Arable	1 1 3	
William Pole	1201	Four Acre Raps	Arable	3 2 14	
Ditto	1202	Erreton	Arable	8 1 38	
Ditto	1203	Daw's Ground	Arable	4 2 32	
Ditto	1204	Four Acre Raps	Arable	6 3 6	
Ditto	1205	Potter's Ground	Arable	4 3 9	
James Date	1206	Ditto	Arable	1 3 36	
Ditto	1206a	Ditto	Arable	2 3 8	
Ditto	1206b	Ditto	Arable	1 2 36	
William Pole	1207	Great Daw's Ground	Arable	5 2 20	
Ditto	1211	Five Bells Croft	Pasture	3 1 5	
Charles Blacker	1212	Higher Wilbrough	Arable	6 0 10	
Ditto	1213	Lower Wilbrough	Arable	5 3 8	
Ditto	1214	Path Close	Arable	10 0 37	
Ditto	1215	Horse Close	Arable	5 1 9	
Ditto	1216	Twelve Acres	Arable	8 3 8	
Ditto	1217	Higher Summer Leaze	Pasture	4 1 9	
Ditto	1218	Summer Leaze	Pasture	4 2 28	
Ditto	1219	Kennel Orchard	Pasture	1 0 11	
Ditto	1220	Kentsford Farmhouse, Outbuildings, Garden, &c.		2 2 0	
Ditto	1221	Hayrick Meadow	Meadow	4 3 23	
Ditto	1222	Higher Orchard Meadow	Meadow	2 3 6	
Ditto	1223	Five Acres	Arable	4 3 20	
Ditto	1224	Bowling-green Close	Arable	7 3 1	
Ditto	1225	Maidenham Meadow	Meadow	5 3 32	
Ditto	1226	Waste	Waste	0 0 35	
Ditto	1227	Maidenham	Arable	5 3 35	
Ditto	1228	Little Furzy Ground	Arable	3 3 15	
The Trustees of Lord Egremont.	1229	Furzy Ground Plantation.	Plantation	17 2 10	

## The Earl of Egremont's Estate Act, 1861.

## Parish of Saint Decumans—continued.

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.
Charles Blacker -	1230	Six Acre Furzy Ground.	Arable -	A. R. P. 6 2 27	
William Pole -	1232	The Acre - - -	Pasture -	1 1 30	
Ditto - - -	1232a	The Eight Acres - -	Pasture -	6 3 26	
Agnes Cordwent -	1234	Little Wilbrough -	Arable -	1 0 21	
William Pole -	1235	Twiney - - -	Arable -	2 1 37	
William Stoate -	1236	Three-cornered Meadow.	Pasture -	1 3 35	
Ditto - - -	1237	Orchard or Smith-yard.	Pasture -	1 1 11	
Ditto - - -	1238	Cowleaze Orchard -	Pasture -	3 2 28	
Ditto - - -	1238a				
William Pole -	1239	Great Pophams -	Arable -	6 1 13	
Ditto - - -	1240	Show Acre - - -	Arable -	0 3 9	
Edward Risdon -	1241	Bat Land - - -	Arable -	6 2 30	
Ditto - - -	1242	Wall Moor - - -	Arable -	5 1 20	
Ditto - - -	1243	Wall Moor Meadow -	Meadow -	2 3 37	
Ditto - - -	1244	Rough Ground Meadow	Meadow -	2 0 31	
Ditto - - -	1245	Lower Rough Ground	Meadow -	5 1 11	
Ditto - - -	1246	Pitt, &c. - - -	Brake -	0 1 22	
Ditto - - -	1247	Ditto - - -	Ditto -	0 0 15	
Ditto - - -	1248	Rough Ground - - -	Meadow -	1 2 10	
Ditto - - -	1249	Pitt - - -	Brake -	0 0 16	
Ditto - - -	1250	Four Acre Rough Moor	Meadow -	2 3 32	
Ditto - - -	1251	Hobbs Meadow - - -	Meadow -	2 2 35	
Ditto - - -	1252	Hobbs Close - - -	Arable -	7 2 23	
Ditto - - -	1253	Five Acre Orchard -	Orchard -	0 3 27	
Ditto - - -	1254	Five Acres - - -	Arable -	5 1 10	
Robert Treble -	1255	Little Towell's Close -	Arable -	3 2 12	
Edward Risdon -	1256	The Marsh or Ezelake	Arable -	1 2 16	
Ditto - - -	1258	Great Langland - - -	Arable -	5 0 11	
Ditto - - -	1258a	Langland - - -	Arable -	2 3 24	
Ditto - - -	1259	Ditto - - -	Arable -	0 1 27	
Ditto - - -	1260	Ditto - - -	Plantation -	0 0 38	
Edward Risdon -	1261	In Langland - - -	Arable -	0 3 32	
Ditto - - -	1261a	Langland - - -	Arable -	2 1 10	
Ditto - - -	1261b	Ditto - - -	Arable -	2 3 28	
William Date -	1262	Little Langland - - -	Arable -	5 0 36	
Ditto - - -	1263	Showl Acre or Langland.	Arable -	7 3 4	
Ditto - - -	1264	Showl Acre Orchard -	Orchard -	1 0 17	
Edward Risdon -	1265	Smith Gate Field - -	Arable -	9 2 30	
William Date -	1266	Hall's Ditch - - -	Arable -	11 1 24	
Agnes Cordwent -	1267	The Cornered Close -	Arable -	4 2 23	
William Pole -	1270	Bar Park - - -	Arable -	4 1 15	
Ditto - - -	1271	Crinlan's Meadow -	Pasture -	0 3 22	
Ditto - - -	1273	Smith Yard Meadow -	Meadow -	3 3 33	
Joseph Williams	1274a	Lower Ground - - -	Arable -	0 2 16	
Ditto - - -	1274c	Ditto - - -	Pasture -	0 3 24	
Ditto - - -	1275	Ditto - - -	Arable -	1 2 36	
Ditto - - -	1275a	Doniford Meadow -	Meadow -	1 0 4	
Ditto - - -	1276	Moor Meadow - - -	Pasture -	2 0 30	
William Date -	1277	Lakes - - -	Pasture -	2 2 20	
Ditto - - -	1278	Lakes or Moors - - -	Pasture -	3 2 15	



*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.			Observations.
				A.	R.	P.	
Jane Pepping -	1279	Parks - - -	Meadow -	4	0	31	
Joan Cridland -	1280	Lake's Meadow -	Meadow -	3	1	33	
Lord Egremont's Trustees.	1281	Lake's Fir Plantation -	Plantation -	4	0	5	
Ditto - -	1282	Outmoor Fir Plantation.	Plantation -	4	1	6	
Ditto - -	1283	Willow Bed - -	Willows -	0	2	8	
Ditto - -	1284	New Meadow -	Plantation -	9	0	10	
Agnes Cordwent -	1285	Ditto - - -	Arable -	5	2	5	
James Hosegood, Part of - -	1286 and 1287	Inner and Outer Outmoor - - -	Arable -	18	3	12	
Lord Egremont's Trustees, Part of.	1287 and 1286						Ditto ditto -
James Hosegood	1288	Great Sturts - -	Arable -	14	3	33	
Ditto - -	1289	Sturts (thrown into 1294).	Arable -	11	0	4	
John Heard -	1290	Little Sturt Meadow -	Meadow -	1	2	3	
Ditto - -	1291	Sturt's Field -	Arable -	1	2	20	
William Green-slade.	1292	Lower Goose Plot -	Meadow -	1	2	24	
Ditto - -	1293	Higher ditto - -	Meadow -	1	1	26	
James Hosegood	1294	Little Sturts. (See 1289.)	Pasture -	0	3	2	
Ditto - -	1295	Great Maudsley Mead	Meadow -	6	1	36	
Ditto - -	1296	Little Maudsley Mead	Meadow -	3	0	8	
Ditto - -	1297	Great Maudsley -	Arable -	11	1	14	
Mary Eames -	1298	Garden, with 234.	-	-	-	-	
James Hosegood	1299	Vokewell - - -	Arable -	16	1	32	
Ditto - -	1300						Ditto - - -
Andrew Hosegood	1301	Well Meadow -	Meadow -	7	3	23	
Ditto - -	1301a						
James Hosegood	1302	Long Meadow - -	Meadow -	5	2	34	
Agnes Cordwent	1303	Great Yar Moor -	Arable -	6	0	31	
William Date -	1304	Yar Moor Meadow -	Meadow -	4	3	22	
James Hosegood	1305	Part of Bowerland -	Arable -	2	3	12	
Ditto - -	1305b	Little Bowerland -	Arable -	1	0	1	
Ditto - -	1305c	Part of Bowerland -	Arable -	5	2	9	
Agnes Cordwent	1306	Bowerland and Monkey Meadow.	Arable -	10	1	6	
Ditto - -	1307	Bottoms - - -	Arable -	1	1	2	
Ditto - -	1307a	Ditto - - -	Arable -	1	0	21	
Ditto - -	1307b	The Raps or Bottoms	Arable -	10	3	1	
William Date -	1308	Hall's Ditch Meadow -	Meadow -	1	3	7	
Ditto - -	1309	Barn Close - - -	Arable -	4	3	33	
Ditto - -	1310	Pisshill - - -	Arable -	7	2	26	
Joseph Williams -	1311	Three Cross Close -	Arable -	5	1	18	
Ditto - -	1312	Hearns Peasehill -	Arable -	1	2	1	
Ditto - -	1312a	In Peasehill - - -	Arable -	2	3	1	
Ditto - -	1312b	Peasehill - - -	Arable -	0	3	12	
William Date -	1315	Azelake - - -	Pasture -	4	3	17	
Thomas M. Truman.	1326	Cottage, Garden, &c. -	- - -	0	1	6	

[Private.]

*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.
Robert Nicholas -	1327	Cottage, Garden, &c. -	- - -	A. R. P. 0 0 8	
Mrs. Sarah Mary Leigh.	1328	An Orchard - - -	Orchard -	0 3 31	
Ditto - -	1329	Newly-built House and Garden.	- - -	0 0 23	
William Hunt and John Hawkes, Part of - -	369a	House and Garden - -	- - -	0 0 22	
Henry Chidgey, Part of - -	374	Goose Plot Garden - -	- - -	0 0 9	
William Jones, Part of - -	375	Rack Orchard - -	Orchard -	0 2 21	
Part of - -	375a	Paddock Orchard - -	- - -	0 0 33	
William Southwood, Part of -	366	White Cross Meadow	Meadow -	3 1 27	
Part of - -	367				
Ditto { Part of Part of Part of	363	Roughmoor - -	Meadow -	5 2 21	
	363a				
	358				
William Pole, Part of - -	381	Broadpiece - -	Meadow -	3 3 8	
	357				
Part of - -	388	Broadpiece - -	Meadow -	3 3 8	
Part of - -	388a				
Part of - -	384a				
	384				
	385				
	387	Redway Meadow -	Meadow -	7 2 34	
Ditto, Part of -	391				
	394				
Part of - -	394a	Redway Meadow -	Meadow -	7 2 34	
Part of - -	395				
Part of - -	397				
Part of - -	400	Roughmoor - -	Meadow -	5 2 34	
Robert Trebble, Part of - -	366				
Part of - -	367				
	368	Lower Roughmoor -	Meadow -	3 1 12	
	368a				
Thomas Hawkes, Part of - -	362				
Part of - -	363	Lower Roughmoor -	Meadow -	3 1 12	
Part of - -	363a				
Elizabeth Strong, Part of - -	357				
Part of - -	388a	Long Thorne - -	Meadow -	3 1 35	
Part of - -	388b				
George Strong, Part of - -	388b				
	389	Trundle Meadow -	Meadow -	9 1 6	
	390				
	390a				
Part of - -	391				

*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.	
George Strong, Part of	689	Kingsland - -	Arable -	A. R. P. 13 0 32		
Andrew Hosegood, Part of				391		
Part of	396	Redway Meadow -	Meadow -	13 0 23		
Part of	397					
Part of	400					
Part of	694	Lower Redway Meadow	Meadow -	1 2 30		
William James Gimblett, Part of	694					
Ditto, Part of	667	Puthams - -	Arable -	12 3 7		
Ditto, Part of	668	Parks - -	Arable -	7 3 3		
Ditto, Part of	671	Higher Kingsland -	Arable -	6 3 38		
Part of	672					
Part of	673	Kingslands - -	Arable -	7 2 24		
Ditto, Part of	674					
Part of	675					
Ditto, Part of	677	Lower Bonds Ground	Arable -	9 1 18		
Part of	785					
Ditto, Part of	676	Great Close - -	Arable -	7 0 7		
Martha Flea, Part of	676	Great Close - -	Arable -	0 1 36		
Richard D. Case, Part of	807	Rack Close or Croft -	Arable -	3 1 35		
W. J. Gimblett and James Davis, Part of	787	In Culverclift -	Arable -	0 1 11		
Ditto and Part of	791	Ditto - -	Arable -	1 1 15		
P. J. Potter Part of	792					
Ditto and Part of	794	Ditto - -	Arable -	2 0 4		
George Taylor and Joseph Hunt Part of	795					
Part of	796					
Part of	797					
Ditto and William Prosser, Part of	800	Ditto - -	Arable -	0 1 8		
Ditto and Part of	804	Ditto - -	Arable -	1 2 38		
R. D. Case Part of	803					

## PARISH OF OLD CLEEVE.

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.
Trustees of Lord Egremont, Part of	2a	Eighteen Feet Waste.	—	A. R. P. —	
William Strong, Part of				2	Garden Plot.

*The Earl of Egremont's Estate Act, 1861.**Parish of Old Cleeve—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.			Observations.
				A.	R.	P.	
Charles Blacker, Part of - - -	133	Eighteen Feet of Waste.	—	—	—	—	
Ditto - - -			134	Higher Brimland -	Arable -	6	3
Ditto - - -	135	Middle ditto -	Arable -	9	0	17	
Ditto - - -	136	Little ditto -	Arable -	3	3	23	
Ditto, Part of	138	Brimland (not sold to Mineral Railway Company).	Pasture -	1	1	12	
Ditto - - -	139	Waste in Brimland -	Coppice -	0	1	36	
Ditto - - -	140	Eighteen Feet Waste on Cleeve Hill	Waste -	1	3	6	
Ditto, Part of							142
Charles Blacker, Part of - - -	144	Long Close (not sold to Mineral Railway Company).	Arable -	10	1	0	
Joseph Hunt -	145	Garden Plots.	—	—	—	—	
Charles Blacker, Part of - - -	146	Long Meadow (not sold to Mineral Railway Company).	Meadow -	1	3	37	
Ditto, Part of -	147	Orchard (not sold to Mineral Railway Company).	Orchard -	2	0	3	
Ditto, Part of -	148	Garden - - -	- - -	0	1	4	
Ditto, Part of -	149	Charles Meadow (not sold to Mineral Railway Company).	Meadow -	3	3	1	
Edward Risdon -	343	Great Langlands -	Arable -	2	3	8	
Ditto - - -	345	Langland - - -	Arable -	4	2	37	
Ditto - - -	364	Duddridge's Meadow -	Meadow -	4	3	26	
Ditto - - -	368	Lower Leighs -	Meadow -	8	3	35	
Ditto - - -	369	Higher Leighs -	Meadow -	6	0	21	
Ditto - - -	370	Common Meadow -	Meadow -	3	0	17	
Ditto - - -	370a	Long Garden - - -	- - -	0	0	13	
Ditto - - -	372	Three Acre Mead -	Meadow -	3	1	15	
Ditto - - -	378	Five Acre Mead -	Meadow -	5	2	5	
Thomas Baker -	379	Brandish Garden -	Garden -	0	0	19	
Thomas Baker, Part of - - -	380	Brandish Mead (not sold to Mineral Railway Company).	Meadow -	2	3	13	
Ditto, Part of -							380a
William Gooding	382	Orchard - - -	Orchard -	1	1	9	
Edward Risdon -	386	Vardun - - -	Arable -	3	3	30	
Thomas Baker -	387	Great Ham - - -	Meadow -	7	2	35	
Thomas Baker -	388	Little Ham - - -	Meadow -	2	3	18	
Edward Risdon -	389	Home Meadow -	Meadow -	4	1	30	
Ditto - - -	390	Hill Close - - -	Arable -	9	3	37	
Ditto - - -	390a	Hobbs Close - - -	Arable -	3	3	37	
Ditto - - -	391	Hobbs Meadow -	Meadow -	3	1	18	
Ditto - - -	392	Higher Chilcott's Meadow.	Meadow -	2	1	8	

## The Earl of Egremont's Estate Act, 1861.

## Parish of Old Cleeve—continued.

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.			Observations.
				A.	R.	P.	
Edward Risdon -	393	Six Acre, Penny, and Long Close.	Arable -	8	2	7	
Ditto - - -	394	Seven Acres - - -	Arable -	5	3	30	
Ditto - - -	395	Hill Close - - -	Arable -	3	2	12	
Ditto - - -	396	Pitt Orchard - - -	Orchard -	0	0	36	
Ditto - - -	397	Long Close Orchard -	Orchard -	1	2	20	
Ditto - - -	398	The Moor - - -	Pasture -	2	1	16	
William Bur-	399	Garden - - -	- - -	0	0	39	
nett.							
Thomas Lovell -	400	Garden and Orchard -	- - -	0	1	1	
Ditto and others	401	Cottage, Barn, and Garden.	- - -	0	0	23	
Edward Risdon -	402	Orchard Plot - - -	Orchard -	0	1	1	
Ditto - - -	403	Cotton's Orchard - -	- - -	0	2	33	
Ditto, and T. Clatworthy.	404	Rick Yard and Garden.	- - -	0	0	29	
John Langdon and others.	405	Farmhouse, Garden, &c., now Four Cottages and Gardens.	- - -	0	0	33	
William Lovell -	406	Cottage and Garden -	- - -	0	0	24	
Thomas Clatworthy and others.	407	Cottage and Garden -	- - -	0	1	5	
Elizabeth Crocker	408	Cottage - - -	- - -	0	0	2	
Henry Milton -	409	Cottage and Garden -	- - -	0	0	12	
Robert Langdon -	410	Cottage and Garden -	- - -	0	0	10	
Edward Risdon -	411	Barn and Barton - -	- - -	0	1	8	
Ditto - - -	412	The Orchard - - -	Orchard -	1	1	19	
Edward Risdon -	413	Garden } in One - {	- - -	0	0	18	
	414	Ditto } - - -	Garden -	0	1	26	
Henry Milton -	415		- - -	0	1	22	
Joseph Morse -							
Robert Langdon -	416	Gardens and Site of Cottages burnt down - - -	Garden -	0	1	21	
Thomas Clatworthy -							
James Wedlake -							
W. Ridler -							
R. Bosley and J. Langdon -	417		- - -	0	0	39	
Edward Risdon, Part of -	418	Dunbrough's Orchard (not sold to Mineral Railway Company).	Orchard -	0	3	17	
Ditto, Part of -	419	Dunbrough's Nursery (not sold to Mineral Railway Company).	Garden -	0	1	8	
Edward Hill -	420	Garden - - -	Garden -	0	0	20	
John Lock -	421	House and Garden -	- - -	0	1	20	
John Lock (on Lease for Lady Egremont's Life).	422	Orchard and Garden, new Houses, &c.	Orchard -	0	0	35	
Sarah Berryman	423	Cottage and Garden -	- - -	0	0	16	
Robert Morse and T. Baker.	424	Cottage and Garden -	- - -	0	0	15	

[Private.]

*The Earl of Egremont's Estate Act, 1861.**Parish of Old Cleeve—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.
Robert Morse -	424a	Orchard - - -	- - -	A. R. P. 0 1 15	
Thomas Baker, junr.	425	Cottage and Garden - -	- - -	0 0 10	
George Taylor -	426	Meeting House, Stable, and Court-yard, now 2 Cottages - - -	- - -	0 0 10	
William Sully -					
William Gooding	427	Rack Close and Gardens - - -	Meadow -	2 0 0	
George Taylor and William Sully -					
Ditto -	428	Brake in ditto - -	Coppice -	0 0 9	
Lord Egremont's Trustees.	429	Castle Coppice -	Coppice -	0 1 0	
Ditto - -	430	Waste at Bottom of Cobblers.	- - -	0 1 15	
Edward Risdon -	431	Cobblers - -	Arable -	1 3 36	
Ditto - -	436	Claydown - -	Arable -	3 2 29	
Thomas Baker -	437	Waste of Claydown -	Coppice -	0 1 3	
Lord Egremont's Trustees.	638	Trowden Wood -	Wood -	2 1 25	
John Wansborough, Part of.	874	Plot of Meadow (not sold to Mineral Railway Company).	- - -	0 1 19	

## PART 2.

## LANDS IN THE PARISH OF SAINT DECUMANS HELD FOR LONG TERMS OF YEARS.

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.
Vacant - -	1004	Unfinished Cottages and Gardens - -	- - -	A. R. P. 0 0 15	Purchased by Lord Egremont of James Newcombe, 20th October 1838, for the Remainder of a Term of 5000 Years, commencing from 1st of May 1827, at a Peppercorn Rent.
Jonathan Chidgey					

*The Earl of Egremont's Estate Act, 1861.*

*Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.
Thomas Pulman - Lord Egremont's Trustees.	544	The Rap - - -	Pasture -	A. R. P. 0 3 30	Purchased by Lord Egremont of John Pulman, 13th Dec. 1839, for the Remainder of a Term of 1000 Years, commencing from 23rd January 1801.
Thomas Pulman -	606	Plantation in Ivy Well	Plantation -	0 1 15	
	607	Ivy Well - - -	Pasture -	1 1 10	
				<u>2 2 15</u>	
George Taylor, Part of.	794	In Culverclift -	Arable, about	0 2 0	Purchased by Lord Egremont of late W. Holes' Trustees for Residue of a Term of 900 Years, from 30th Aug. 1806, at the Rent of a Barleycorn.
Mary Hawkes -	975	Dwelling House -	- - -	0 0 5	
William Gardiner	976	Ditto - - -	- - -		
William Chidgey	977	Ditto - - -	- - -		

PART 3.

LANDS PURCHASED BY THE TRUSTEES OF THE LATE EARL OF EGREMONT.

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.
William Pole -	408	Moiety of Twiney -	Meadow -	A. R. P. 0 2 35	
	386	An Orchard - - -	- - -	0 3 17	
	387		- - -	- - -	
Samuel Dunn -	722	Grove - - -	Arable -	1 2 2	
William Stoate -	744	Magland - - -	Arable -	0 3 16	
R. D. Case -	748	Ditto - - -	Pasture -	0 3 32	
Ditto -	746a	Ditto - - -	Arable -	1 1 3	
Joseph Hunt and others.	1013	Cottage, Limekilns, Stables, &c. -	- - -	0 0 33	
James Burton -	1014		- - -	- - -	
R. D. Case -	1015				
William Pole -	1272	Tipper's Meadow -	Meadow -	1 3 6	
William Stoate -	907	Malthouse (about) -	- - -	0 0 3	

*The Earl of Egremont's Estate Act, 1861.*

## PART 4.

## LANDS IN THE PARISH OF SAINT DECUMANS OUT ON LEASES FOR LIFE OR LIVES.

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.	
George Escott Geen and Robert Stoate -	} 902 903 904 905 }	Dwelling Houses and Gardens.	- - -	A. R. P.		
				0 0 17		
				Total -		0 0 17
Susan Stoate, Widow.	916	House and Garden -	- - -	0 0 7		
Thomas Brown -	} 1043 1043a 1044 }	Whitehall House And Garden, about }	- - -	0 2 4		
				Total -		0 2 4
Henry White -	312 311	Potter's new House and Garden. Ditto old House and Garden.	- - -	0 1 18		
				0 0 15		
				Total -		0 1 33
William Hancock, Part -	} 300 301 }	House, Garden, &c. - Ditto - - }	- - -	0 0 23		
W. G. Hole and others.	867 868 869 825 874	Dwelling Houses - Coal Yard, and Garden - An Orchard - Gillam's Croft -	- - - - - - Orchard - Pasture -	0 1 39		
				1 2 9		
				1 0 0		
				Total -		3 0 8
Thomas Langdon	} 124 124a 124b 119 120 121 }	Newly-built House, Shop, and Garden, late Woodland's Croft. Houses and Gardens -	- - - - - - - - -	0 3 11		
				0 0 15		
				Total -		0 3 26



*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.
Charles Rowcliffe	98	Daisy Close - -	Arable -	A. R. P. 1 0 7	
	128	Quarry Close - -	Pasture -	2 1 12	
	88	Rawles Croft - -	Arable -	1 2 8	
	82	House - - -	- - -	- - -	
	82a	Garden, and - - -	- - -	0 1 12	
	83	Shed - - -	- - -	- - -	
				Total -	5 0 39
Joseph Williams -	834	Dwelling Houses and Gardens, late the George Inn - -	- - -	0 0 22	
	834a				
	836				
	837				
	843				
			Total -	0 0 22	
Ann Pepping, Widow.	276	Dwelling Houses, Gardens, and Croft }	- - -	0 3 6	
	277				
	278				
	278a				
	279				
			Total -	0 3 6	
James Thristle -	8	Escott's House and Garden - - -	- - -	0 1 36	
	9				
	10				
Ditto -	196	House - - -	- - -	0 0 7	
Thomas Young Williams.	969	Dwelling Houses and Brewery - - -	- - -	0 0 14	
	970				
	972				
	973				
John Wansbo- rough.	1121	House, Garden, &c. -	- - -	1 0 28	
	1121a				
	1120	An Orchard and Brake	Orchard -	0 0 32	
	1117	Spokeshare - -	Pasture -	0 3 36	
	1119	Garden - - -	Garden -	0 0 21	
	1118	Cox's Hill - - -	Pasture -	1 3 11	
	1122	An Orchard - -	Orchard -	1 2 30	
			Total -	5 3 38	
Joseph Williams -	965	Dwelling Houses, &c.	- - -	0 0 10	
	966				
	967				

[Private.]

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*The Earl of Egremont's Estate Act, 1861.**Parish of Saint Decumans—continued.*

Occupiers.	No. on Tithe Commutation Plan for the Parish.	Name and Description of Land and Premises.	State of Cultivation.	Quantity.	Observations.	
Joseph Williams,	} 89	In Tregardsfield	} Part of about	A. R. P.		
Part - - -		90		Ditto ditto		1 0 0
Part - - -		91		House, Garden, and Roadway.		—

*W<sup>m</sup> J<sup>no</sup> S. Collins.*

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