



ANNO TRICESIMO NONO

# GEORGII III. REGIS.

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## Cap. 56.

An Act for vesting Part of the Settled Estates of *Simon Payne* Esquire, and *Hester* his Wife, in the County of *Gloucester*, in Trustees, to be exchanged for Part of their Unsettled Estates, in the County of *Somerset*. [13th June 1799.]

WHEREAS, by Indentures of Lease and Release, bearing Date respectively the Sixth and Seventh Days of *February* One thousand seven hundred and ninety-two, the Release being of Four Parts, and made, or expressed to be made, between *Hannah Gegg* Widow, of the First Part; *Simon Payne* Gentleman, and *Hester* his Wife, of the Second Part; *John Berry* of the Third Part; and *John Tucker* of the Fourth Part; and by a Common Recovery suffered in pursuance thereof in the Court of Common Pleas in *Hilary* Term, in the Thirty-second Year of the Reign of His present Majesty, wherein the said *Hannah Gegg* was vouched, all that Messuage or Dwelling House, and the Outhouses, Offices, Gardens, and Appurtenances thereto belonging and appertaining, commonly called and known by the Name of *Cock Mill*; and also all that Mill House and Water Corn Mill near adjoining, commonly called or known by the Name of *Cock Mill*, and the Houses, Outhouses, Edifices, Buildings, Barns, Stables, Mill Ponds, Gardens, Orchards, Outlets, Courts, Yards, and Appurtenances thereto belonging and appertaining, together with all and singular the several Closes, Pieces

Lease and Release of 6th and 7th February 1792, settling an Estate in the County of Gloucester, to the Use of Payne and Wife for Life, Remainder in strict Settlement to the Use of their Children.

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and Parcels of Arable, Meadow, and Pasture Ground, and Premises, to the said Messuage and the Mill House and Water Corn Mill belonging or in anywise appertaining, and which are commonly called or known as herein-after named or mentioned; (that is to say), One Close of Meadow or Pasture Ground adjoining to the Barton or Yard, called the *Home Close*, by Computation Eight Acres; One Close of Arable or Pasture (formerly Two Closes) called *The Hoopers*, by Computation Seven Acres; One Close of Meadow or Pasture, called *Downfield*, by Computation Six Acres, with a small Piece or Plot of Ground adjoining, called *The Camp*; Two Closes of Meadow or Pasture, called *The Brookmeads*, by Computation Five Acres; Four Closes of Arable Meadow or Pasture, called *The Hungers*, by Computation Fifteen Acres; (that is to say), *The Upper or Three Corner Hungers*, by Estimation Three Acres; *Little Hungers*, Two Acres; *Great Hungers*, Six Acres, and *Long Hungers*, Four Acres; Two Closes of Meadow or Pasture Ground, called the *Mill Pond Leazes*, by Computation Eight Acres; and One other Close or Piece of Ground, by Computation One Acre, be the same several Closes or Pieces of Ground more or less, with the Appurtenances, all situate, lying, and being in *Frampton Cotterell*, in the County of *Gloucester*, (which said Seven last several Closes or Pieces of Ground have since been converted into Three large Closes); and also all Houses, Out-houses, Edifices, Buildings, Rivers, Ponds, Waters, Ways, Paths, Passages, Commons, and Common of Pasture, and Appurtenances whatsoever, to the same Premises respectively, or any Part or Parcel thereof, belonging or in anywise appertaining, were conveyed, settled, limited, and assured to the Use of the said *Simon Payne* and his Assigns, for his natural Life, with Remainder to the Use of the said *John Tucker* and his Heirs, for the natural Life of the said *Simon Payne*, upon Trust to support contingent Uses; with Remainder to the Use of the said *Hester Payne* and her Assigns, for her natural Life; with Remainder to the Use of the said *John Tucker* and his Heirs, during the natural Life of the said *Hester Payne*, upon Trust to preserve contingent Uses; with Remainder to the Use of all and every or such of the Child or Children of the said *Simon Payne* on the Body of the said *Hester* his Wife then already born and begotten, or to be begotten, other than and besides an eldest or only Son, in and by such Parts or Shares, and for such Estate or Interest, Estates or Interests; and with, under, and subject to such Limitations, Contingencies, Powers, Provisoes, Charges, Conditions, and Restrictions, for the Benefit of any One or more of such Child or Children, and in such Manner and Form as the said *Simon Payne* and *Hester* his Wife, at any Time or Times during their Joint Lives, by any Deed or Writing, Deeds or Writings, to be by them duly executed under their respective Hands and Seals, in the Presence of, and to be attested by Two or more credible Witnesses, either with or without Power of Revocation and new Appointment, should give, grant, direct, limit, or appoint the same, or any Part or Parcel thereof; with Remainder to the Use of all and every or such of the Child or Children of the said *Simon Payne* on the Body of the said *Hester* his Wife then already born and begotten, or to be begotten, other than and besides an eldest or only Son, in and by such Parts or Shares, and for such Estate or Interest, Estates or Interests, and with, under, and subject to such Limitations, Contingencies, Powers, Provisoes, Charges, Conditions, and Restrictions, for the Benefit of the other or others of such Child or Children, and in such

such Manner and Form as the Survivor of them the said *Simon Payne* and *Hester* his Wife, at any Time or Times after the Decease of the other of them during his or her Life, by any Deed or Writing, Deeds or Writings, to be by him or her duly executed under his or her Hand and Seal, and attested in the Manner aforesaid, either with or without Power of Revocation and new Appointment, or by his or her last Will and Testament, in Writing, to be by him or her duly executed, published, and declared, under his or her Hand and Seal, and to be attested by Three or more credible Witnesses, should direct, limit, or appoint, give or devise the same Premises, or any Part or Parcel thereof; with Remainder to the Use of all and every the Child and Children of the said *Simon Payne* on the Body of the said *Hester* his Wife already born and begotten, or to be begotten, (if there should be more than One besides an eldest, elder, or only Son), as Tenants in Common, and not as Joint Tenants, and the Heirs of their respective Bodies; and for Default or in Failure of Issue of the Body or Bodies of any One or more of such Children, then as to his or her Part or Share, Parts or Shares, of and in the said Premises, to the Use of the Survivors of such Children, if more than One, as Tenants in Common, and not as Joint Tenants, and the Heirs of their respective Bodies; and for Default or in Failure of lawful Issue of the Body of all and every such Child or Children, except One besides an elder or only Son, or if there should be only One such Child, other than and besides an elder or only Son, then to the Use of such only or only surviving Child, except as aforesaid, and the Heirs of his or her Body; and for Default of such Issue, to the Use of such only Child, Son or Daughter, and the Heirs of his or her Body; and for Default or in Failure of all such Issue, to the Use of such Person or Persons, and for such Estate or Interest, Estates or Interests, and in such Manner and Form as the said *Hester Payne*, in case she should survive the said *Hannah Gegg* her Mother, should or might, by any Deed or Writing to be by her duly executed in the Presence of and to be attested by Two or more credible Witnesses, or by her last Will and Testament, in Writing, to be executed as therein mentioned, should give or devise, direct, limit, or appoint the same Premises, or any Part or Parts thereof, with several Remainders over; and in the said Indenture of Release is contained a Power for the said *Simon Payne* and *Hester* his Wife, successively, when in Possession, to demise the Premises aforesaid for Fourteen Years in Possession, under a fair and reasonable Rent: And whereas by Indenture of Appointment bearing Date the Thirteenth Day of *May* in the Year One thousand seven hundred and ninety-seven, executed by the said *Hester Payne* in the Presence of and attested by Two credible Witnesses, she the said *Hester Payne* absolutely and irrevocably directed, limited, and appointed, all and singular the Premises comprised in the aforesaid Indentures of Lease and Release, and Common Recovery, unto and to the Use of her Husband the said *Simon Payne*, his Heirs and Assigns for ever, in Reversion or Remainder, expectant upon the Decease and Failure of Issue, as mentioned in the said Indenture of Release of her the said *Hester Payne*: And whereas by Indentures of Lease and Release, bearing Date respectively the Twelfth and the said Thirteenth Days of *May* One thousand seven hundred and ninety-seven, the Release being of Three Parts, and made between the said *Simon Payne* and *Hester* his Wife of the First Part; the aforesaid *John Berry* of the Second Part; and *Wyndham Goodden* Esquire of the Third Part; and by a Com-

Indenture of Appointment, dated 13th *May* 1797, of the same Estate.

Lease and Release of 12th and 13th *May* 1797, settling Estates in the County of *Somerset*, to such Uses as *Payne* and Wife should direct.

mon Recovery suffered in pursuance thereof in the said Court of Common Pleas in *Easter* Term, in the Thirty-seventh Year of the Reign of His present Majesty, wherein the said *Simon Payne* and *Hester* his Wife were vouched, all that large capital Messuage or Tenement called *The Manor House*, theretofore in the Possession of *Edward Preeft*, and then in the Occupation of *William Say* as Tenant thereof, together with all Barns, Stables, Edifices, Buildings, Bartons, Backsides, Courts, Yards, Gardens, Orchards, and Appurtenances thereto belonging, situate and being in *Uphill* in the County of *Somerset*; and also all that One Close of Pasture Ground called *Elm Hay*, formerly Two Closes called *Elm Hay* and the *Batchy Close*, containing, by Estimation, Sixteen Acres, be the same more or less, Part of which Close, consisting of Six Acres, had been converted into Orchard; and also all that other Part of the Orchard theretofore called *The Old Orchard*, and planted with Apple Trees, belonging to the said Messuage, together with the said Six Acres, then forming One large Orchard of Ten Acres, (more or less); and all those Three Commons called *Old Austers*, to the said Messuage belonging, and Six Closes or Pieces, (called *Six Acres* by Mistake in former Title Deeds), of Meadow or Pasture Ground called *The Hams*; lying below the Orchard, (to wit), *Vaughan's Hams*, *The Crookhams*, *Spencer's Four Acres*, *The Six Acres*, *Hitchin's Six Acres*, and *Cobler's Two Acres*, containing in the Whole, by Estimation, Forty Acres, (be the same more or less); and also One other Close of Meadow or Pasture Ground called *The Ham Close*, otherwise *The Great Ham*; and also One other Close of Meadow or Pasture Ground called *The Little Ham*, thereunto adjoining, both which Closes last mentioned contain together Eleven Acres, (be they more or less); and all that Close of Pasture then called *Brick Close*, Three Acres theretofore described as Two Acres of Arable, and called *The Tankards*, and then lying open to an Acre of Ground called *The Tankard*, formerly in the Tenure of *William Day*, as Tenant to *William Burridge* Gentleman; all which said capital Messuage, and the said several Closes of Ground and Premises are situate, lying, and being, in the Parish of *Uphill*, in the County of *Somerset*, and also all Houses, Outhouses, Edifices, Buildings, Barns, Stables, Ways, Waters, Watercourses, Trees, Woods, Underwoods, Easements, Profits, Commodities, Advantages, Hereditaments, and other the Appurtenances whatsoever to the same Messuage and Premises belonging and appertaining were, (together with other Hereditaments), conveyed, settled, limited, and assured, to the Use and Behoof of such Person and Persons for such Estate and Estates, and to and for such Intents and Purposes, and subject to, by, with, and under such Charges, Powers, Provisoos, Declarations, Limitations, and Agreements, and in such Manner as they the said *Simon Payne* and *Hester* his Wife, by any Deed or Deeds, Writing or Writings, (with or without Power of Revocation), to be by them duly signed, sealed, and delivered in the Presence of and attested by Two or more credible Witnesses, should jointly direct, limit, and appoint the same, or any Part or Parts thereof, and until such joint Direction or Appointment to the Use of the said *Simon Payne* and his Assigns for Life; with Remainder to the Use of the said *Wyndham Goodden* and his Heirs, in Trust to receive the Rents for the Benefit of the said *Hester Payne* and her Assigns for her Life, and from and after the Decease of the said *Simon Payne* and *Hester* his Wife, then to and for such Uses, Intents, and Purposes, as the said *Simon Payne* should, by Deed or Will,

limit or appoint the same; and in Default of such Limitation or Appointment, to the Use and Behoof of the Heirs of the said *Simon Payne* on the Body of the said *Hester* his Wife to be begotten; and in Default of such Issue, to the Use and Behoof of the Heirs of the Body of the said *Hester*; and in Default of such Issue, to the Use and Behoof of the right Heirs of the said *Simon Payne* for ever: And whereas the said *Simon Payne* and *Hester* his Wife have Issue Four Children, *videlicet*, Three Sons, *Charles Henry*, *Frederick Jonathan Gegg*, *George William*, and One Daughter, *Henrietta Louisa Gegg*, all Infants: And whereas the said Settled Estate at *Frampton Cotterell* in the County of *Gloucester*, lies separate and at a Distance of Forty Miles, or thereabouts, from the Bulk of the Estates of them the said *Simon Payne* and *Hester* his Wife, which are situate at *Uphill* aforesaid, in the County of *Somerset*, where he the said *Simon Payne* has lately built a Mansion House, wherein he and his Family reside: And whereas Part of the said Estate at *Uphill*, in the County of *Somerset*, comprized in the said recited Indentures of Lease and Release, of the Twelfth and Thirteenth Days of *May* One thousand seven hundred and ninety-seven, and the Recovery suffered in pursuance thereof, consists of the following Particulars, and is now known by the Description following, (that is to say), all that capital Messuage or Tenement, now called *The Farm House*, but formerly called *The Manor House*, and late in the Possession of *Thomas Richardson* the elder, together with all Barns, Stables, Edifices, Buildings, Bartons, Courts, Yards, and the Gardens thereto adjoining and belonging; also all that large Orchard adjoining the said Messuages and Gardens, (formerly Two Orchards), One thereof called *The New Orchard*, being Part of a Close called *Elmbay*, and the other called *The Old Orchard*, containing in the Whole by Estimation Ten Acres; and also all those Eight several Closes or Pieces of Meadow or Pasture Ground lying adjoining each other, below the said Orchard, containing in the Whole, by Computation, Forty-six Acres, (that is to say), a Close of Meadow Ground, called *Tankerd*, formerly called *Two Acres*, but now and for many Years since called *Three Acres*; a Close of Meadow Ground called *Lower Way Six Acres*; a Close of Meadow Ground, formerly called *Ham*, but now, and for many Years since, *Spencer's Four Acres*, by Estimation Four Acres; a Close of Meadow Ground called *Hitchins's Six Acres*; a Close of Meadow Ground, called *Ham Six Acres*; a Close of Meadow Ground, called *Coblers Ham Two Acres*; a Close of Meadow or Pasture Ground, called *Eastern Ham*, by Estimation Ten Acres; and a Close of Meadow or Pasture Ground, called *Great Ham*, by Estimation Nine Acres, be the same several Closes or Pieces of Ground more or less, some Part of which Premises is in the Tenure or Occupation of *Mr. James Pool*, and other Part thereof of *Mr. Joseph Gane*, as Tenants thereof: And whereas the said Estate at *Frampton Cotterell* in the County of *Gloucester*, is let at the yearly gross Rent of One hundred and twenty Pounds; but the clear yearly Value thereof, if now to be let, after deducting Church and Poores Rates and Land Tax, and allowing for Repairs, would amount to the Sum of Eighty-six Pounds six Shillings, as appears by Schedule A. hereto annexed: And whereas the said Part of the said Estate at *Uphill* in the County of *Somerset*, herein-before particularly described, is let at the yearly gross Rent of One hundred and forty-one Pounds; but the clear yearly Value thereof, if now to be let, after deducting Church and Poores Rates and Land Tax, and allowing for Repairs, would amount to the

Four Children of *Payne* and Wife, all Infants.

The Estate in County of *Gloucester* lies at a Distance from the Bulk of their Estates in County of *Somerset*.

Description of a Part of the Estates in the County of *Somerset*.

Value of *Gloucestershire* Estate, 86 l. 6 s. per Annum.

Value of said Part of the *Somersetshire* Estate, 119 l. 7 s. per Ann.

[*Loc. & Per.*]

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Wife desirous  
to exchange  
said Part of  
the Somerset-  
shire Estate for  
the Gloucester-  
shire Estate,  
although su-  
perior in  
Value by  
33 l. 1 s. per  
Annum.

Clause en-  
abling them so  
to do.

Sum of One hundred and nineteen Pounds Seven Shillings, as appears by Schedule B hereto annexed: And whereas, although the said Part of the said Estate at *Uphill*, in the County of *Somerset*, (herein-before particularly described), exceeds in clear yearly Value the said Estate in the County of *Gloucester*, by the yearly Sum of Thirty-three Pounds One Shilling: yet the said *Simon Payne* and *Hester* his Wife are willing and desirous, that, in case the said Estate in the County of *Gloucester* shall be settled to such Uses as the said Estate at *Uphill*, in the County of *Somerset*, does now stand settled, limited, or assured to, by the said recited Indenture of Release of the Thirteenth Day of *May* One thousand seven hundred and ninety-seven, and the Recovery suffered in pursuance thereof, discharged of the Uses and Trusts declared by the said Indenture of Release of the Seventh Day of *February* One thousand seven hundred and ninety-two, and the Recovery suffered in pursuance thereof, and the said Indenture of Appointment of the Thirteenth Day of *May* One thousand seven hundred and ninety-seven, then that the said Part of the said Estate at *Uphill*, in the County of *Somerset*, herein-before particularly described, which stands settled to such Uses as they the said *Simon Payne* and *Hester* his Wife, shall appoint, shall be exchanged for the said Estate in the County of *Gloucester*, so settled as aforesaid, and substituted in lieu thereof; but although such Exchange would be a manifest Advantage to the Issue of the said *Simon Payne* and *Hester* his Wife, claiming under the said Indenture of Release of the Seventh Day of *February* One thousand seven hundred and ninety-two, yet, by reason of the Limitations therein contained, the same cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Simon Payne* and *Hester* his Wife, for and on Behalf of themselves and their said Infant Children, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all and singular the Messuage or Dwelling House, Mill House, Lands, Tenements, Hereditaments, and Premises, situate, lying, and being, at or in *Frampton Cotterell*, in the County of *Gloucester*, herein-before particularly described, which were comprized in the aforesaid recited Indentures of Lease and Release of the Sixth and Seventh Days of *February* One thousand seven hundred and ninety-two, and the Recovery suffered in pursuance thereof, with their and every of their Rights, Easements, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, and of every Part and Parcel thereof, shall, from and immediately after the passing of this Act, be settled upon and vested in, and the same are hereby from thenceforth settled upon and vested in *Joshua Shartman* of *Axbridge*, in the County of *Somerset*, Gentleman, and *Philip Coombe* of *Northpetherton*, in the same County, Gentleman, and their Heirs and Assigns, to the only proper Use and Behoof of them the said *Joshua Shartman* and *Philip Coombe*, their Heirs and Assigns, for ever, freed and discharged, and absolutely acquitted, exempted, and exonerated, of, from, and against all and every the Uses, Trusts, Estates, Powers, Provisoos, Conditions, Limitations, Declarations, and Agreements, in and by the said recited Indenture of Release of the Seventh Day of *February* One thousand seven hundred and ninety-two, and the Recovery suffered in pursuance thereof,

thereof, and the said Indenture of Appointment of the Thirteenth Day of *May* One thousand seven hundred and ninety-seven, limited, created, expressed, and declared of and concerning the same; but nevertheless upon Trust, that in case, and when and so soon as they the said *Simon Payne* and *Hester* his Wife, or their Heirs, shall, to the good liking and Satisfaction of them the said *Joshua Shartman* and *Philip Coombe*, or the Survivor of them, or his Heirs, effectually convey, settle, limit, and assure, or cause or procure to be conveyed, settled, limited, and assured, all that the aforesaid capital Messuage or Tenement, formerly called *The Manor House*, but now called *The Farm House*, with the Buildings, Gardens, and Appurtenances thereto belonging, and the aforesaid large Orchard adjoining the same Messuage and Gardens, containing by Estimation Ten Acres; and the aforesaid Eight Closes or Pieces of Meadow or Pasture Ground lying adjoining each other, below the said Orchard, containing by Computation Forty-six Acres; (all which Premises are situate, lying, and being at *Uphill*, in the County of *Somerset*, herein-before particularly described, and are Part of the Hereditaments comprized in the aforesaid recited Indentures of Lease and Release of the Twelfth and Thirteenth Days of *May* One thousand seven hundred and ninety-seven, and the Recovery suffered in pursuance thereof), with their and every of their Rights, Easements, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, and of every Part and Parcel thereof, free and clear of and from all Incumbrances whatsoever, (except Parochial Rates and Parliamentary Charges thereon), to, upon, and for such and the same Uses, Trusts, Ends, Intents, and Purposes, and under and subject to such and the same Powers, Provisoes, Limitations, Declarations, and Agreements, as the said Hereditaments herein-before described, situate at *Frampton Cotterell*, in the County of *Gloucester*, do now stand settled, limited, and assured, to, under, or by virtue of the said recited Indenture of Release of the Seventh Day of *February* One thousand seven hundred and ninety-two, and the Recovery suffered in pursuance thereof, and the said Indenture of Appointment of the Thirteenth Day of *May* One thousand seven hundred and ninety-seven, or such and so many of them as shall be then existing undetermined and capable of taking Effect; that then and immediately after such Settlement or Conveyance shall have been so made and executed by or by the Procurement of the said *Simon Payne* and *Hester* his Wife, or their Heirs, they the said *Joshua Shartman* and *Philip Coombe*, or the Survivor of them, or his Heirs, do and shall convey and assure all and singular the said Messuage, Tenement, or Dwelling House, Mill House, Lands, Tenements, and Hereditaments, hereby vested and settled as aforesaid, to, for, upon, and under and subject to such and so many of the Uses, Trusts, Ends, Intents and Purposes, Powers, Provisoes, Limitations, Declarations, and Agreements, in and by the said Indenture of Release of the Thirteenth Day of *May* One thousand seven hundred and ninety-seven, limited, expressed, and declared, of and concerning the said Hereditaments at *Uphill*, in the County of *Somerset*, therein comprized, as shall be then existing, undetermined, and capable of taking Effect.

II. Provided always, and it is hereby further enacted, That in the Conveyances so hereby directed and authorized to be made as aforesaid, there shall be inserted a Proviso, that if it shall happen that either of the Messuages, Farms, Lands, Tenements, and Hereditaments, respectively thereby

Proviso in case of Eviction of the said Part of the *Somersetshire* Estate.

thereby conveyed in Exchange, or any of them, or any Part thereof, shall, at any Time or Times thereafter, be lawfully evicted or taken away out of the Possession of the Person or Persons, her, his, or their respective Heirs or Assigns, in or upon whom or to whose Use the same Hereditaments and Premises shall be thereby respectively settled and limited, by any Right or Title precedent to the Execution of such Conveyances, so as the Exchange thereby intended cannot continue, that then and from thenceforth the said Exchange thereby, or intended to be thereby made as aforesaid, shall be void and of no Effect, and then and from thenceforth it shall and may be lawful to and for all and every the Person and Persons, and his, her, or their Heirs and Assigns, out of whose Possession the Hereditaments and Premises respectively thereby intended to be exchanged as aforesaid shall be lawfully evicted or taken away, from and immediately after such Ejection, Eviction, or taking away of the Possession of the said Premises as aforesaid, to enter into his, her, or their former Messuages, Tenements, Lands, and Hereditaments, so thereby respectively settled in Exchange as aforesaid, and to have, hold, and enjoy the same again, as in his and their first and former Estate; any Thing in this Act, or in the said Conveyances contained to the contrary thereof in anywise notwithstanding.

Clause as to the Rents and Profits of the Gloucestershire Estate, until the Exchange takes place.

III. And it is hereby further enacted, That in the mean Time, and until such Conveyance or Exchange shall be made by the said *Joshua Shartman* and *Philip Coombe*, or the Survivor of them, or his Heirs, in pursuance of this Act, they the said *Joshua Shartman* and *Philip Coombe*, and their Heirs, shall permit and suffer the Premises hereby vested in them as aforesaid to be held and enjoyed, and the Rents and Profits thereof to be had, received, and taken, by and for the Benefit of such Person and Persons as would be respectively entitled to, and ought to hold, enjoy, and receive the same, in case this Act had not been made.

General Saving.

IV. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Simon Payne* and *Hester* his Wife, and their several and respective Heirs, Executors, Administrators, and Assigns, and all and every the Child and Children of the Body of the said *Simon Payne*, on the Body of the said *Hester* his Wife begotten and to be begotten, and the Heirs of the Body and Bodies of all and every such Child and Children issuing, and the Trustees to preserve contingent Remainders, and all and every other Person and Persons whomsoever claiming or to claim any Estate or Interest under the Indentures and Recoveries herein-before recited or mentioned, or any of them), all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of, all and singular the Premises settled, limited, and assured by this Act, as aforesaid, as they, every, or any of them, had before the passing thereof, or could or might have had, held, or enjoyed, in case this Act had not been made.

Publick Act.

V. And be it further enacted, That this Act be, and the same is hereby declared to be, a Publick Act; and shall be taken Notice of and allowed as such, by all Judges and other Persons, without specially pleading the same.



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## SCHEDULE A.

THE *Frampton* Estate in the County of *Gloucester*, proposed to be taken out of Settlement, consists of

	Quantity of Acres.		
	A.	R.	P.
1. A Mill			
2. Dwelling House, Orchard, Garden, and Outhouses	2	0	35
3. Hooper's Clofe	7	2	5
4. Home Clofe	8	3	20
5. Down Field and Camp	7	1	20
6, 6. Brook Meads	6	0	20
7. Mill Pond Leazes	8	1	0
8. Lower Hungers	6	2	20
9. Upper Hungers	12	0	25
Total	59	0	25

	£.	s.	d.
Gross yearly Rent as now lett	120	0	0

### DEDUCTIONS.

Land Tax	4	8	0	}	9	0	0
Timber for Repairs	4	12	0		9	0	0

Present annual Produce	111	0	0
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Clear annual Value if now to be lett	£. 86	6	0
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## SCHEDULE B.

THE *Uphill* Estate in the County of *Somerset*, proposed to be put in Settlement, in Exchange, consists of

	Quantity of Acres.		
	A.	R.	P.
1. Farm House, Garden, and Orchard	6	3	5
2. Tankerd Close	2	3	38
3. Lower Way Six Acres	5	0	21
4. Spencer's Four Acres	3	2	4
5. Hitchins's Six Acres	4	3	17
6. Ham Six Acres	4	3	10
7. Cobler's Ham Two Acres	1	2	35
8. Eastern Ham	7	1	27
9. Great Ham	7	0	32
Total	44	1	29

	£.	s.	d.
Gross yearly Rent as now lett	141	0	0

## DEDUCTIONS.

Land Tax	-	3	0	0	}	10	0	0
Repairs	-	7	0	0				

Present annual Produce	-	131	0	0
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Clear annual Value if now to be lett	-	£. 119	7	0
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