



ANNO QUADRAGESIMO PRIMO

GEORGII III. REGIS.

Cap. 107.

An Act for vesting Part of the settled Estates of the Right Honourable *Henry Thomas* Earl of *Ilchester*, in the Counties of *Wilt*s and *Somer*set, in Trustees, to be sold; and for settling other Estates of the said Earl, in the said County of *Somer*set and in the County of *Dor*set; in lieu thereof.

[20th June 1801.]

WHEREAS by virtue of and under certain Articles of Agreement, bearing Date the Twenty-third Day of July One thousand seven hundred and seventy-two, entered into previously to the Marriage of the Right Honourable *Henry Thomas Fox Strangways*, then commonly called *Lord Stavordale*, and now Earl of *Ilchester*, with *Mary Teresa* Countess of *Ilchester*, his late deceased Wife, theretofore *Mary Teresa Grady* Spinster, therein called *Mary Grady*; and of certain Indentures of Lease and Release or Settlement made in pursuance thereof, bearing Date respectively the Seventeenth and Eighteenth Days of May One thousand seven hundred and eighty-two, between the said *Henry Thomas Fox Strangways* then Earl of *Ilchester*, of the First Part; the said *Mary* then Countess of *Ilchester*, Wife of the said Earl, of the Second Part; *Standish Grady* Esquire, of the Third Part; the Right Honourable *Henry Lord Digby* and *Sir Thomas Dyke Acland* Baronet, of

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Preamble.
Articles of Agreement previous to the Marriage of the Earl of *Ilchester* with his first Wife, dated 23d July 1772; and Settlement in pursuance thereof, dated 18th May 1782.

the Fourth Part; *Standish Grady* the Younger, Esquire, and *Henry Grady* Esquire, of the Fifth Part; and the Honourable *Stephen Digby* and Sir *Herbert Mackworth* Baronet, of the Sixth Part, or One of them, the several Manors, Messuages, ~~Lands, Rectories, Advowsons,~~ and Hereditaments herein after mentioned, and hereby vested in Trustees to be sold, were, together with divers Manors and several other Messuages, Lands, and Hereditaments, granted, released, limited, and assured, or intended to be granted, released, limited, and assured, to the Use of the said Earl and his Assigns for his Life without Impeachment of Waste; Remainder to the said *Henry Lord Digby* and Sir *Thomas Dyke Acland*, and their Heirs, during the Life of the said Earl, in Trust to preserve contingent Remainders; Remainder to the Use and Intent that the said *Mary Countess of Ilchester*, if she should survive the said Earl, should have and receive a clear yearly Annuity of Five hundred Pounds, to be issuing out of the said Premises, payable as therein is mentioned, in bar of Dower, with the usual Powers for recovering the same; Remainder to the Use of the said *Standish Grady* the Younger and *Henry Grady*, their Executors, Administrators, and Assigns, for a Term of Ninety-nine Years, to be computed from the Death of the said Earl, upon Trust for the better securing the Rent Charge, with a Cesser of the said Term when the Trusts thereof should be satisfied or become incapable of being performed, Remainder to the Use of the said *Stephen Digby* and Sir *Herbert Mackworth* for a Term of Five hundred Years upon the Trusts after-mentioned; Remainder to the Use of the First and other Sons of the said Earl and Countess severally and successively in Tail Male; Remainder to the Use of the First and other Sons of the said Earl by any other Woman whom he should thereafter marry severally and successively in Tail Male; Remainder to the Honourable *Stephen Digby Strangways*, Second Son of *Stephen* late Earl of *Ilchester* deceased, for Life, without Impeachment of Waste; Remainder to the said Trustees and their Heirs, during his Life, to preserve contingent Remainders; Remainder to his First and other Sons severally and successively in Tail Male; Remainder to the Honourable *Charles Redlynch Strangways*, Third Son of the said late Earl, for Life, without Impeachment of Waste; Remainder to the said Trustees and their Heirs during his Life to preserve contingent Remainders; Remainder to his First and other Sons severally and successively in Tail Male; Remainder to the Heirs Male of the Body of the said late Earl, with Remainder to the Use of the right Heirs of the said late Earl for ever; and the Trusts of the said Term of Five hundred Years were for the Purpose of raising Portions for the younger Children of the said Marriage in Manner therein mentioned; in which said Indenture there is contained a Proviso that it should be lawful for the said *Henry Thomas* Earl of *Ilchester*, in case he should happen to survive the said *Mary Countess of Ilchester*, his then Wife, by any Deed or Deeds in Writing to be signed, sealed, and delivered by him in the Presence of and attested by Two or more credible Witnesses either before or after his Marriage with any other Woman or Women, to grant, limit, or appoint any annual Sum or yearly Rent not exceeding the yearly Sum of Five hundred Pounds, clear of all Deductions, to be issuing out of all or any of the said Manors, Lands, and Hereditaments thereby released, unto and to the Use of any Woman or Women whom after the Decease of his said Wife he should happen to marry or take to Wife, for and during the Life or Lives of such Woman or Women respectively,

for

for or in Nature of her or their Jointure or Jointures, and to be payable as he should think fit, and to grant to her or them such Powers and Remedies by Distress and Entry and Receipt of the Rents and Profits for recovering the same, and to appoint the same to a Trustee or Trustees for any Term or Number of Years for securing the same; and also that it should be lawful for the same Earl, by any Deed or Deeds to be sealed and delivered by him in the Presence of and attested by Two or more credible Witnesses, or by his last Will and Testament in Writing to be signed, sealed, published, and declared by him in the Presence of and attested by Three or more credible Witnesses, to grant, limit, or appoint all or any of the Manors, Messuages, Lands, and Hereditaments therein mentioned, to any Person or Persons, for any Term or Number of Years, to commence from his Death, in Trust by the usual Ways and Means to levy and raise any Sum or Sums of Money not exceeding in the Whole the Sum of Sixteen thousand Pounds, for the Portion or Portions of the Children which he the same Earl should have by any such after taken Wife (not being any of them an eldest Son entitled as herein-after mentioned), to be paid at such Time or Times, and in such Shares or Proportions, and with and subject to such Provisoos and Limitations, and with Interest for their Maintenance at Four Pounds for One hundred Pounds for a Year, as in and by such Deed or Deeds or last Will and Testament should be directed or expressed: And whereas by an Indenture of Settlement or Appointment, bearing Date the Twenty-seventh Day of *August* One thousand seven hundred and ninety-four, made between the said *Henry Thomas* Earl of *Ilchester*, of the First Part; *Maria Digby* Spinster, One of the Daughters of the Reverend *William Digby* Doctor of Laws, then late Dean of the Cathedral Church of *Durham*, by *Charlotte Lepel Digby* his Wife, of the Second Part; *Thomas Strangways Horner* Junior, Esquire and *John Henry Newbolt* Esquire, of the Third Part; and Sir *George Onesiphorus Paul* Baronet, and *Wriothesley Digby* Esquire, of the Fourth Part: Reciting the said Indentures of Lease and Release or Settlement of the Seventeenth and Eighteenth Days of *May* One thousand seven hundred and eighty-two (but by Mistake mentioning the same as bearing Date the Nineteenth and Twentieth Days of *December* One thousand seven hundred and eighty-one), and reciting that a Marriage was intended to be shortly had and solemnized between the same Earl and the said *Maria Digby* (and which was soon afterwards duly had and solemnized), and that upon Treaty thereof, the said Earl had proposed and agreed to settle upon her, in case the said Marriage should take Effect and she should survive him, a clear annual Rent or Sum of Two thousand Pounds during her Life, in Nature of a Jointure and in bar of Dower; and in pursuance and Part Performance of the same Agreement, the said Earl had, in and by a certain Indenture of Settlement of even Date with the now reciting Indenture, and made between the same Parties as were Parties thereto, charged several Manors, Messuages, Lands, Tenements, and Hereditaments of him the same Earl, in the several Counties of *Somerset* and *Dorset*, not comprized in his said former Marriage Settlement, with the Payment of One clear yearly Rent of One thousand five hundred Pounds, to be paid to her for her Life as therein mentioned; and for making up and compleating the said annual Rent or Sum of Two thousand Pounds, the same Earl had proposed to appoint the annual Sum of Five hundred Pounds in Addition to the said yearly Rent of One thousand five hundred Pounds, to the said

Deed of Appointment, dated 27th *August* 1794, of yearly Rent Charge of 500 l. to *Maria* the present Countess of *Ilchester* in case of surviving said Earl, and of 16,000 l. for Portions for Children of Second Marriage.

Maria

Maria Digby for her Life, as and for her Jointure; and the same Earl had also proposed and agreed to make such Provision as therein-after was mentioned, for the Issue of the said intended Marriage, by virtue and in exercise of the said Powers for those Purposes contained in the said recited Indenture of Release and Settlement: It was by the now reciting Indenture witnessed, that in Consideration of the said intended Marriage between the same Earl and the said *Maria Digby*, and for other Considerations therein mentioned, he the same Earl did grant, limit, and appoint to the said *Maria Digby* and her Assigns, One clear annual Rent or yearly Sum of Five hundred Pounds, to be issuing and payable out of all the said Manors, Hereditaments, and Premises comprized in the said therein and herein recited Settlement, from and after the Decease of the same Earl, in case the said Marriage should take Effect and she should survive him, during her Life, for or in Nature of a Jointure, payable as therein is mentioned, with the usual Powers for recovering the same: And it was further witnessed, that for the Considerations aforesaid, and for the better securing the Payment of the same annual Rent or Sum of Five hundred Pounds, he the same Earl did grant, bargain, and sell, limit and appoint unto the said *Thomas Strangways Horner* and *John Henry Newbolt*, their Executors, Administrators, and Assigns, all the same Manors, Hereditaments, and Premises, subject to and chargeable with the said annual Rent or yearly Sum of Five hundred Pounds, and to the Powers and Remedies provided for recovering the same, to hold unto the said *Thomas Strangways Horner* and *John Henry Newbolt*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to commence and be computed from the Decease of the said Earl, upon Trust, by the Ways and Means therein mentioned, for the better securing the Payment of the same annual Rent or yearly Sum of Five hundred Pounds; and it was further witnessed, that for the Considerations aforesaid, he the same Earl did grant, bargain, and sell, limit, and appoint unto the said *Sir George Onesiphorus Paul* and *Wriothesley Digby*, their Executors, Administrators, and Assigns, the same Manors and Premises, subject nevertheless to the same annual Rent or yearly Sum of Five hundred Pounds, and to the said several Terms of Five hundred Years and One thousand Years, and to the Trusts thereof respectively, to hold unto the said *Sir George Onesiphorus Paul* and *Wriothesley Digby*, their Executors, Administrators, and Assigns, for the Term of One thousand five hundred Years, to commence and be computed from the Decease of the same Earl without Impeachment of Waste, in Trust by the usual Ways and Means to levy and raise, for the Portion and Portions of the Child and Children of the said then intended Marriage, if there should be but One such Child (other than an eldest or only Son entitled for the Time being as therein-after mentioned) the Sum of Five thousand Pounds, and if there should be Two such Children (other than and besides an eldest or only Son entitled as therein mentioned) then the Sum of Eight thousand Pounds, and if there should be Three such Children (other than and besides an eldest or only Son entitled as therein mentioned) then the Sum of Twelve thousand Pounds, and if there should be Four or more such Children (other than and besides an eldest or only Son entitled as aforesaid) then the Sum of Sixteen thousand Pounds, the said several Sums, as the Case should happen, to be paid, and with Interest and Maintenance in the mean Time, in Manner therein mentioned; and it was provided, that if any such

such Child or Children should depart this Life, or be or become an only or eldest Son, entitled by virtue of or under any of the Limitations contained in the said Indenture of Release or Settlement of the Eighteenth Day of *May* One thousand seven hundred and eighty-two, to an Estate Tail in Possession of and in the same Manors, Lands, and Hereditaments by the now reciting Indenture granted and appointed, before the Portion or Portions thereby provided for by such Child or Children should become vested, then the Portion and Portions thereby provided for such Child or Children so dying, or being or becoming an only or eldest Son, and so entitled as aforesaid, should go and accrue to the Survivor and Survivors, and others and other of such Children: And whereas by Indentures of Lease and Release, bearing Date respectively the Twenty-sixth and Twenty-seventh Days of the said Month of *August*, in the said Year One thousand seven hundred and ninety-four, made between the said *Henry Thomas Earl of Ilchester*, of the First Part; the said *Maria Digby*, of the Second Part; the said *Thomas Strangways Horner* and *John Henry Newbolt*, of the Third Part; and the said *Sir George Onesiphorus Paul*, and *Wriothesley Digby*, of the Fourth Part; reciting the said then intended and soon afterwards solemnized Marriage between the same Earl and the said *Maria Digby*, and the Proposal and Agreement of the same Earl, to settle upon her, in case the said Marriage should take Effect and she should survive him, the said clear annual Rent or yearly Sum of Two thousand Pounds for her Jointure during her Life, as mentioned in the last recited Indenture; the same Earl by the same Indenture did grant, limit, and appoint to the said *Maria Digby* for her Life, in case she should survive him, a clear annual Rent or yearly Sum of Five hundred Pounds, to be issuing out of certain Hereditaments and Premises therein particularly mentioned and described; that the said Earl also proposed and agreed to charge the Hereditaments in the now reciting Indenture mentioned, with the Payment of a clear annual Sum of One thousand five hundred Pounds, unto the said *Maria Digby* for her Life, in order to make up and complete the said annual Sum or yearly Rent of Two thousand Pounds for her Jointure as above-mentioned: It was by the now reciting Indenture of Release witnessed, that in Consideration of the said intended Marriage, and for other Considerations therein expressed, he the same Earl did grant and release unto the said *Thomas Strangways Horner* and *John Henry Newbolt*, and their Heirs (amongst divers Manors and several other Messuages, Lands, Tenements, and Hereditaments therein particularly mentioned and described) the Manor or Lordship of *Milton Clevedon*, in the County of *Somerset*; and the several Messuages, Farms, Lands, and Hereditaments therein, and also the Improper Rectory or Parsonage of *Milton Clevedon* aforesaid, and also the Moiety or Halfendale of the Manor or Lordship of *Somerton*, and the Hundred of *Somerton* (being Part of the Hereditaments hereby intended to be substituted in lieu of the Hereditaments hereby vested in Trustees to be sold) to hold unto the said *Thomas Strangways Horner* and *John Henry Newbolt*, their Heirs and Assigns, to the Use of the same Earl and his Heirs, until the said intended Marriage between him and the said *Maria Digby* should be solemnized, and after the Solemnization thereof, to the Use of the same Earl for his Life without Impeachment of Waste; Remainder to the Use, Intent, and Purpose, that the said *Maria Digby* and her Assigns, if she should happen to survive the same Earl, should and might have and receive, from and after his Decease, for her Life, One clear

Deed of Release, dated 27th August 1794, for securing yearly Rent Charge of 1,500 l. to said present Countess for Residue of her Jointure.

Issue of the
First and Se-
cond Mar-
riage of said
Earl.

That Part of
settled Estates
of the said
Earl lie dis-
persed and at
a Distance
from his Re-
sidence and
Bulk of his
other settled
Estates.

Other Estates
of which the
said Earl is
seised in Fee,
and of greater
Value than
the above,
are conve-
niently situ-
ate to form
Part of his
settled
Estates.

clear yearly Sum of One thousand five hundred Pounds, to be issuing and payable out of the said Manors, Hereditaments, and Premises, comprized in the now reciting Indenture of Release, and to be paid as therein mentioned, (the same annual Rent or yearly Sum of One thousand five hundred Pounds, together with and in addition to the said annual Rent or yearly Sum of Five hundred Pounds, secured or intended to be secured to her the said *Maria Digby*, in Manner therein and herein-before mentioned, to be as a Jointure and in bar of Dower, with the usual Powers for recovering the same, and subject to the said yearly Sum of One thousand five hundred Pounds, and to the Powers and Remedies for Recovery thereof, to the Use of the said *Sir George Onestephorus Paul* and *Wriothefley Digby*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, to commence from the Decease of the same Earl, without Impeachment of Waste, upon Trust for better securing the said yearly Sum of One thousand five hundred Pounds, with Remainder to the Use of the same Earl, his Heirs and Assigns for ever: And whereas there are Issue of the Marriage of the said *Henry Thomas Earl of Ilchester*, and the said *Mary* late Countess of *Ilchester*, his late deceased Wife, One Son, namely, the Right Honourable *Henry Stephen Strangways*, commonly called *Lord Stavordale*, an Infant of about the Age of Thirteen Years, and Five Daughters; and there are Issue of the same Earl by the said *Maria* Countess of *Ilchester*, his now Wife, Two Children, namely, the Honourable *William Strangways* and the Honourable *Giles Strangways*, both Infants: And whereas the several Manors of him the said *Henry Thomas Earl of Ilchester*, of *Non Eaton*, otherwise *West Eaton*, otherwise *Water Eaton*, otherwise *Goddards Eaton*, *West Grimstead*, *Whaddon*, *Maddington*, and *Codford* otherwise *Cotford*, and the several Estates of the same Earl therein, and in *Winterflow* in the County of *Wilts*, and the Rectory or Parsonage Improprate of *Water Eaton* and *Eysey*, and Advowson of *Water Eaton*, and the Rectory Improprate of *Maddington* and Advowson of the Church of *Maddington*, in the same County, and the several Estates of him the said Earl situate in the several Parishes or Places of *Norton Ferris* and *Kilminster*, and the Improprate Rectory or Parsonage of *Shepton Moutague* in the County of *Somerset*, being Part of the Premises comprized or intended to be comprized in the said Articles of the Twenty-third Day of July One thousand seven hundred and seventy-two, and the said Settlement of the Eighteenth Day of May One thousand seven hundred and eighty-two, or One of them, lie dispersed, and for the most Part at a considerable Distance from the Bulk of the said Earl's other settled Estates and from his Place of Residence, and are let at the annual Rent of Four thousand four hundred and twenty-six Pounds and upwards: And whereas the said Manor of *Milton Clevedon*, and the said Messuages, Lands, Tenements, and Hereditaments therein, and the said Improprate Rectory or Parsonage of *Milton Clevedon* and the said Moiety of the Manor and Hundred of *Somerton*, whereof the said Earl is so seised in Fee, subject to the said contingent Rent Charge of One thousand five hundred Pounds, and also subject as after mentioned, the capital Mansion House and Park of *Redlynch*, and the Manor of *Compton Dundon*, in the said County of *Somerset*, and the Moiety of the Manor of *Devlish*, in the County of *Dorset*, and whereof the said Earl is also seised in Fee Simple (subject as after mentioned) are of much greater Value than the said last mentioned settled Estates, and very conveniently situated to form a Part of
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and go along with the said Earl's other settled Estates, and let at the annual Rent of Six thousand Pounds and upwards: And whereas the Estates hereby intended to be and to remain charged with the said Jointure of Two thousand Pounds *per Annum* for the said Maria Countess of Ilchester, and with the Sum of Sixteen thousand Pounds for younger Children's Portions, by the said Settlement of the Eighteenth Day of May One thousand seven hundred and eighty-two, and with the further Sum of Sixteen thousand Pounds, by the said Settlement of the Twenty-seventh Day of August One thousand seven hundred and ninety-four, on Part of which said Estates there are also due from the said Earl Two several Mortgages of Sixteen thousand Pounds and Six thousand Pounds, making with the above mentioned Portions the Sum of Fifty-four thousand Pounds, are let at the annual Rent of Ten thousand Pounds, or thereabouts: And whereas the said Earl is desirous that the said Estates of which he is seised in Fee Simple as aforesaid, should be settled and substituted in the Place of the said settled Manors, Rectories, Advowsons, Lands, and Hereditaments of and in *Non Eaton* otherwise *West Eaton*, otherwise *Water Eaton*, otherwise *Goddards Eaton*, *Eysey*, *West Grimstead*, *Whaddon*, *Mad-dington*, *Codford* otherwise *Cotford*, *Winterflow*, *Norton Ferris*, *Kilmington*, and *Shepton Montague*; and the said Maria Countess of Ilchester being satisfied that the remaining Part of the Premises comprized in the said Indenture of Release or Settlement of the Twenty-seventh Day of August One thousand seven hundred and ninety-four, charged as aforesaid with the contingent Rent Charge of One thousand five hundred Pounds in Part of her Jointure, when discharged of the Mortgages affecting the same, as herein-after is directed, will be an ample Security for the contingent Rent Charge, hath consented that such Parts of the said Estates so proposed to be substituted as are charged therewith shall be exonerated therefrom, but inasmuch as the said Estates of which the said Earl is seised in Fee and so proposed to be substituted, stand charged with several Sums amounting in the Whole to the Sum of Forty-nine thousand Pounds upon Mortgages thereof; the said Earl hath proposed that the said settled Estates above mentioned, instead of being vested in himself in Fee, should be vested in Trustees in Trust to be sold, and that the Money arising by Sale thereof should be applied in discharging the said Mortgage Debts, and the Costs and Charges in carrying the said Trusts into Execution, and then in Trust for him the said Earl, his Heirs and Assigns: And whereas it would be an Advantage to all the Persons claiming under the Limitations contained in the said Articles of the Twenty-third Day of July One thousand seven hundred and seventy-two, and Settlement of the Eighteenth Day of May One thousand seven hundred and eighty-two, if the said Estates whereof the said Earl is now seised in Fee as aforesaid were settled and substituted for the said Estates hereby intended to be vested in Trust for Sale: But as the same cannot be effected without the Aid and Authority of Parliament; therefore Your Majesty's most dutiful and loyal Subjects the said *Henry Thomas* Earl of Ilchester and *Maria* Countess of Ilchester, on Behalf of themselves and of their Infant Children, and the said *Stephen Digby Strangways* and *Charles Redlynch Strangways*, 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 those the Manors

Desire of the said Earl to substitute said other Fee Simple Estates for those included in Settlement.

Consent of present Countess to exonerate Estates proposed to be substituted from Rent Charge of 1,500 *l.* and that same should continue on Residue of Premises charged therewith.

Advantage to Parties interested for Substitution to take place.

Settled Estates vested in Trustees to be sold.

Or

or Lordships, or reputed Manors or Lordships, Rectories, Advowsons, Messuages, Lands, Tenements, Tythes, and Hereditaments of him the said *Henry Thomas Row Strangways* Earl of *Hechester*, of and in *Non Eaton*, otherwise *West Eaton*, otherwise *Water Eaton*, otherwise *Goddards Eaton*, *Egsey*, *West Grimstead*, *Whaddon*, *Maddington*, *Codford*, otherwise *Cotford*, *Winterflow*, *Norton Ferris*, *Kilvington*, and *Shepton Montague*, with their and every of their Rights, Members, and Appurtenances, and comprized or intended to be comprized in the said Articles of the Twenty-third Day of *July* One thousand seven hundred and seventy-two, the said Indenture of Settlement of the Eighteenth Day of *May* One thousand seven hundred and eighty-two, or One of them, (all which Premises are particularly mentioned in the First Schedule hereunto annexed), and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of the same Hereditaments and Premises, shall from and after the passing of this Act be vested in and settled upon, and the same are hereby from thenceforth vested in and settled upon *John Field* of *Shepton Montague*, in the County of *Somerset*, Gentleman, and *Richard Messiter* of *Shaftesbury*, in the County of *Dorset*, Gentleman, their Heirs and Assigns, to the Use of them the said *John Field* and *Richard Messiter*, their Heirs and Assigns for ever, freed and discharged, and absolutely acquitted, exempted, and exonerated, of, from, and against all and every the Uses, Estates, Entails, Remainders, Limitations, Trusts, Powers, Provisoes, Declarations, Charges, and Incumbrances, in and by the said Articles of the Twenty-third Day of *July* One thousand seven hundred and seventy-two, the said Settlement of the Eighteenth Day of *May* One thousand seven hundred and eighty-two, and the said Deed of Appointment of the Twenty-seventh Day of *August* One thousand seven hundred and ninety-four, limited, created, provided, expressed, or declared, or covenanted or intended to be limited, created, provided, expressed, or declared of and concerning the same; but nevertheless upon the Trusts and to and for the Intents and Purposes herein after mentioned, expressed, and declared; (that is to say), upon Trust that they the said *John Field* and *Richard Messiter*, and the Survivor of them, and the Heirs and Assigns of such Survivor, shall and do, by and with the Consent and Approbation of the said Earl, to be testified by Writing under his Hand and Seal, and after his Death by and with the Consent and Approbation of the Person for the Time being entitled to the Possession of the said Trust Estates, if of the Age of Twenty-one Years, to be testified as aforesaid, but if such Person shall be an Infant, then with the Consent and Approbation of the Guardian and Guardians of such Person, testified in Manner aforesaid, make Sale and dispose of, either by publick Auction or private Contract, the said Manors, Lands, and Hereditaments hereby vested in them the said *John Field* and *Richard Messiter*, in Trust to be sold as aforesaid unto any Person or Persons who shall be willing to become a Purchaser or Purchasers thereof, or of any Part thereof, either together or in Parcels, for the most Money and best Price and Pricess that can be reasonably gotten for the same; and do and shall thereupon convey and assure the same unto or to the Use of such Person or Persons so purchasing the same, or any Part or Parts thereof, and his, her, or their respective Heirs and Assigns, or to such Uses as he, she, or they shall direct or appoint, freed, exempted, acquitted, exonerated, and discharged as aforesaid.

II. And

II. And it is hereby further declared and enacted, That the Receipt and Receipts of the said *John Field* and *Richard Messiter*, or the Survivor of them, or the Heirs or Assigns of such Survivor, or of such Person or Persons as he or they shall appoint to receive the same, shall be a sufficient Discharge to such Purchaser and Purchasers, and to their respective Heirs; Executors, Administrators, or Assigns, for so much of the said Purchase Money for which such Receipt or Receipts shall be given; and after such Receipt or Receipts, the said Purchaser or Purchasers, his, her, and their Executors, Administrators, and Assigns, shall be and is and are hereby absolutely acquitted and discharged of and from the same; and he, she, they, or any of them, after such Receipt or Receipts, shall not be answerable or accountable for any Loss, Misapplication, or Non-application of the said Purchase Money, or any Part thereof.

Receipts of
Trustees, &c.
sufficient
Discharge to
Purchasers.

III. Provided always, and it is hereby further declared and enacted, That the said Purchase Money, or so much thereof as shall not be immediately applied in or towards Discharge of the said Mortgage Debt, shall, until the same shall be applied from Time to Time, as soon as the same shall be received, be paid into the Bank of *England* in the joint Names of the said Trustees.

Purchase Mo-
ney to be paid
into the Bank.

IV. And be it further enacted, That all that the said Manor and Impropriate Rectory or Parsonage of *Milton Clevedon*, the said Moiety of the said Manor of *Somerton*, the said capital Mansion House and Park of *Redlynch*, the said Manor of *Compton Dundon*, and the said Moiety of the said Manor of *Dewlish*, all which said Premises are particularly mentioned in the Second Schedule hereunto annexed), with their respective Rights, Members, and Appurtenances, shall, from and after the passing of this Act, be settled upon and vested in the said *John Field* and *Richard Messiter*, and their Heirs, to, for, and upon such and the same Uses, Trusts, Intents, and Purposes, and subject to, with, and under the like Limitations, Charges, and Powers, as are limited, expressed, and declared or covenanted, or intended to be limited, expressed, and declared, concerning the said Manors, Lands, and Hereditaments hereby vested, in Trust to be sold as aforesaid, in and by the said Articles of the Twenty-third Day of *July* One thousand seven hundred and seventy-two, and Indenture of Settlement of the Eighteenth Day of *May* One thousand seven hundred and eighty-two; and the said Deed of Appointment of the Twenty-seventh Day of *August* One thousand seven hundred and ninety-four, as shall at or after the Time of passing this Act be existing or capable of taking Effect, freed, exempted, and discharged from the said contingent Rent Charge or yearly Sum of One thousand five hundred Pounds to the said *Maria Countess of Ilchester*, and the Powers and Remedies for Recovery thereof, and the said Term of One hundred Years limited to Trustees for better securing the same, but subject to the several Mortgages thereof respectively for securing several Sums of Money, amounting to the Sum of Forty-nine thousand Pounds as aforesaid, until the same shall be respectively satisfied as herein-after is directed.

Substitution.

V. And it is hereby further declared and enacted, That all and every Sum and Sums of Money which shall arise or be produced by the Sale
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Application
of Purchase
Monies.

or Sales of all or any of the said Premises hereby vested in them the said *John Field* and *Richard Messiter*, their Heirs, and Assigns, in Trust to be sold as aforesaid, shall be paid, applied, and disposed of in defraying all the Costs and Expences attending the obtaining and passing this Act, and making and completing such Sale or Sales as aforesaid, and also all Costs and Expences attending the preparing and making such Conveyances as are herein-after directed to be made of the said Manors and Estates, of which the said Earl is seised in Fee, and which are hereby substituted in lieu of the said settled Estates as aforesaid, and in discharging the said Mortgage Debt as aforesaid, and after Payment thereof, in discharging the Incumbrances affecting the Premises intended to remain charged with the said Contingent Rent Charge of One thousand five hundred Pounds as aforesaid, and that the Residue thereof shall be paid to the said *Henry Thomas* Earl of *Ilchester*, his Executors, Administrators, or Assigns.

Estates to be conveyed to Uses of Settlement discharged of Incumbrances.

VI. And it is hereby further enacted, That as and when the several Sums of Money due and owing as aforesaid, upon the said several Manors, Lands, and Hereditaments, or any Part or Parts thereof, whereof the said Earl is so seised in Fee and hereby substituted as aforesaid, shall be paid and discharged, such of the same Hereditaments and Premises as are mortgaged in Fee shall be released, conveyed, or assured to, for, and upon the same several Uses, Trusts, Powers, Limitations, Provisoos, Declarations, and Agreements, as are limited, expressed, and declared, or covenanted, or intended to be limited, expressed, and declared as aforesaid, of and concerning the said Manors, Lands, Hereditaments, and Premises, hereby vested in Trust to be sold as aforesaid; and that as to such Part or Parts of the same Hereditaments and Premises now in Mortgage, for any Term or Terms of Years, that the same Term or Terms of Years shall be respectively assigned, to be attendant upon the same several Uses, Trusts, Powers, Limitations, Provisoos, Declarations, and Agreements, or be merged and extinguished in the Inheritance of the same Premises.

Rents till Sale to be applied on Payment of Interest.

VII. And be it further enacted, That they the said *John Field* and *Richard Messiter*, and the Survivor of them, and the Heirs and Assigns of such Survivor, shall in the mean Time, until such Sale or Sales as aforesaid, pay and apply the Rents and Profits of the said Manors, Lands, Rectories, Hereditaments, and Premises, hereby vested in Trust to be sold as aforesaid, in keeping down and discharging the Interest Money due and to grow due on the said Mortgage Debt, and pay the Overplus of such Rents and Profits to the said Earl, his Heirs or Assigns.

Trustees seised of Estates unsold after Payment of Incumbrances in Trust for said Earl.

VIII. And it is hereby further enacted, That they the said *John Field* and *Richard Messiter*, their Heirs and Assigns, shall stand seised of such Part and Parts of the said Manors, Rectories, Hereditaments, and Premises hereby vested in Trust to be sold as shall remain unsold, after the Trusts of such Sale shall be fully paid and satisfied, in Trust for the said Earl, his Heirs and Assigns.

Rent Charge of 1,500 £. to prevent Contests not to be

IX. Provided always, and it is hereby declared and enacted, That nothing herein contained shall extend to or affect, or be deemed or construed to extend to or affect the said Contingent Rent Charge or yearly Sum

of One thousand five hundred Pounds, or the Powers or Remedies for Recovery thereof, with respect to the Residue and Remainder of the Hereditaments and Premises comprized in the said Indenture of Release and Settlement of the Twenty-seventh Day of *August* One thousand seven hundred and ninety-four, and not hereby vested in Trust to be sold as aforesaid.

affected as to
Residue of
Premises
charged
therewith.

X. 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, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Henry Thomas Fox Strangways* Earl of *Ilchester*, and the First and other Sons of his Body, and the Heirs Male of the Body and Bodies of such Sons respectively, and all and every other Person and Persons whomsoever claiming or to claim any Estate, Right, Title, Use, Trust, or Interest of, in, to, or out of the said Manors, Lands, Rectories, Advowsons, Tythes, Hereditaments, and Premises hereby vested in Trust to be sold as aforesaid under or by virtue of the said Articles of the Twenty-third Day of *July* One thousand seven hundred and seventy-two, the said Settlement of the Eighteenth Day of *May* One thousand seven hundred and eighty-two, and the said Deed of Appointment of the Twenty-seventh Day of *August* One thousand seven hundred and ninety-four), all such Estate, Right, Title, Interest, Use, Benefit, Claim, and Demand whatsoever, both at Law and in Equity, of, in, to, or out of the same Manors, Lands, Rectories, Advowsons, Tythes, Hereditaments, and Premises, as they, every, or any of them, had, held, or enjoyed before the passing of this Act, or could or might have had, held, or enjoyed, or been entitled to, in case this Act had not been made.

General
Saving.

XI. And be it further enacted, That this Act shall be deemed and taken to be a Publick Act, and all Judges, Justices, and other Persons are hereby required to take Notice of it as such without specially pleading the same.

Publick Act.

SCHEDULE.

1876

41^o GEORGII III. Cap. 107.

SCHEDULE.

ESTATES IN HAND AND ON LIVES IN SETTLEMENT.

Aggregate Annual Value.		Annual Value of Estates on Lives.	Annual Value of Estates in Hand.
£. s. d.		£. s. d.	£. s. d.
1,737 13 2	Water Eaton and Eyfey -	- - -	1,737 13 2
419 12 2	West Grimstead - -	183 3 2	236 9 -
150 14 -	Whaddon - - - -	145 3 10	5 10 2
913 18 1	Maddington - - - -	272 17 -	641 1 1
341 14 5 ¹ / ₂	Codford Saint Peter -	324 12 9	17 1 8 ¹ / ₂
67 5 -	Wintersflow - - - -	- - -	67 5 -
559 2 -	Norton Ferris Kilmington	13 17 6	545 4 6
236 16 -	Shepton Montague - -	- - -	236 16 -
4,426 14 10 ¹ / ₂	£.	939 14 3	3,487 - 7 ¹ / ₂

ESTATES IN HAND AND ON LIVES TO BE SUBSTITUTED.

Aggregate Annual Value.		Annual Value of Estates on Lives.	Annual Value of Estates in Hand.
£. s. d.		£. s. d.	£. s. d.
1,360 15 10	Milton Clevedon - -	153 19 6	1,206 16 4
1,525 15 -	Moiety of Somerton -	790 19 -	734 16 -
934 16 6	Redlynch - - - -	- - -	934 16 6
1,786 12 5 ¹ / ₂	Compton Dundon - -	1,125 6 5	661 6 - ¹ / ₂
413 11 8 ¹ / ₂	Moiety of Dewlish - -	152 5 -	261 6 8 ¹ / ₂
6,021 11 6	£.	2,222 9 11	3,799 1 7
4,426 14 10 ¹ / ₂	£.	939 14 3	3,487 - 7 ¹ / ₂
1,594 16 7 ¹ / ₂	- - - Surplus - - - £.	1,282 15 8	312 - 11 ¹ / ₂

W^m Jennings, Land Surveyor.

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