



ANNO QUADRAGESIMO SEXTO

GEORGI II. REGIS.

Cap. 146.

An Act for vesting Part of the settled Estates of *Susannah Harriott Eyre*, the Wife of *William Eyre*, Esquire, in Trustees, to be sold, and for applying Part of the Purchase-Money in paying off Incumbrances and Charges upon such Estates, and for laying out the Residue of the Purchase-Monies in the Purchase of other Estates, to be settled to the former Uses. [22d July 1806.]

WHEREAS by Indentures of Lease and Release, bearing Date respectively the Third and Fourth Days of *May*, One thousand seven hundred and seventy-six, the Release being made between *Samuel Eyre* of *New House*, in the County of *Wilts*, Esquire, and the said *Susannah Harriott Eyre*, therein described to be the eldest Daughter of the said *Samuel Eyre*, of the First Part; *Charlotta Louisa Eyre*, Second Daughter of the said *Samuel Eyre*, of the Second Part; *William Drewe*, Gentleman, of the Third Part; *John Short*, Esquire, of the Fourth Part; and *Henry Arthur Fellowes*, of *Eggesford*, in the County of *Devon*, Esquire, and *Richard Hole*, of *Exmouth* in the said County,

Indentures dated 3 and 4 May 1776, for settling the Premises herein described.

[*Loc. & Per.*]

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County, Clerk, of the Fifth Part; for barring, docking, and destroying all Estates Tail, and all Reversions and Remainders thereon expectant and depending, of and in the Hereditaments thereafter mentioned, and for settling and assuring the same to the Uses thereafter expressed and declared, they the said *Samuel Eyre* and *Susannah Harriott Eyre* did grant, bargain, sell, release, and confirm unto the said *William Drewe*, his Heirs and Assigns, all that capital Messuage and Farm of *Chilhampton*, otherwise *Chillington*, situate, lying and being in the Parish of *South Newton*, in the County of *Wilts*; and all that capital Messuage and Farm, called *Bonham's*, in the said Parish of *South Newton*; and all those several Messuages or Tenements and Lands, with the Appurtenances, situate in *Barden's Ball* and *Foulston*, or one of them, in the said County of *Wilts*; and also all those several Messuages, Tenements, Cottages, and Lands, with their and every of their Appurtenances, situate in *Chilhampton*, in the said County of *Wilts*; and all that House and Orchard, with the Appurtenances, lying in *Chilhampton*, containing Three Parts of an Acre, adjoining in Part to the Highway passing through *Chilhampton*, and on all other Parts to the Lands theretofore of *Edward Estcourt*, Esquire, and all those other Lands there belonging to the said House and Orchard, reputed to be One Half Yard Land; and all other Commons and Common of Pasture, as well for Three Rudder Beasts, namely, Two Old Beasts and One Runner, as for Twenty five Sheep theretofore in the Tenure of *Robert Lawes*, then late of *William Sealy*, and then since of the said *Robert Eyre*; and all that Acre of Arable Land in *Foulston* Field, in the County of *Wilts*, called the *Gravel Pit Acre*, bounded on the West with the Highway called *Kingway*, and on the East with Lands formerly in the Possession of *Humphrey Dutton*, afterwards of *Matthew May*, then since of *William Moore*, and afterwards of *Robert Thorpe*; and also divers Hereditaments therein described, situate, lying and being in the Parishes of *White Parish*, *Downton*, and *Boscombe*, and in *New Sarum*, in the County of *Wilts*, and also divers Hereditaments therein described, situate, lying and being in the County of *Berks*; and all other Messuages, Lands, Tenements, and Hereditaments of the said *Samuel Eyre* and *Susannah Harriott Eyre*, or of *Robert Eyre*, Esquire, and Sir *Robert Eyre*, Knight, and Sir *Samuel Eyre*, Knight, or any of them, or whereof any Person or Persons in Trust for them, or either of them, was or were seised in the said Counties of *Wilts* and *Berks*, with their Appurtenances, together with divers other Hereditaments therein mentioned, situate, and being in the County of *Devon*, and in the City of *Bath*, to hold the same unto and to the Use of the said *William Drewe*, his Heirs and Assigns, to the Intent that he might become perfect Tenant of the Freehold thereof, to the End that One or more common Recovery or Recoveries might be thereof had and suffered in Manner in the said Indenture of Release particularly mentioned, which said Recovery or Recoveries so agreed to be suffered, it was thereby agreed and declared should be and enure to the Uses thereafter limited, and hereinafter in Part mentioned of and concerning the same, (that is to say,) as to certain Hereditaments therein mentioned to be situate in the Parish of *Boscombe*, in the said County of *Wilts*, to the Use of the said *Samuel Eyre* and *Susannah Harriot Eyre*, their Executors, Administrators, and Assigns, for
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the Term of Three hundred Years, in Trust by demising, mortgaging or selling of the said Term, or any Part thereof, or the Hereditaments therein comprised, or any of them, and by the Rents and Profits thereof in the mean Time, to raise and levy any Sum of Money not exceeding the Sum of Ten Thousand Pounds, to be paid, applied, and disposed of unto such Person or Persons, and in such Manner and Form, and for such Uses, Intents and Purposes as the said *Samuel Eyre* and *Susannah Harriott Eyre*, or the Survivor of them should by any Deed or Writing under his, her, or their Hand and Seal respectively executed in the Presence of Two or more credible Witnesses, direct, limit, appoint, or dispose of the same; and as to the said Premises after the End, Expiration, or sooner Determination of the said Term, and all other the Premises in the several Counties of *Berks, Wilts, Devon*, and City of *Bath*, to the Use of the said *Samuel Eyre*, during his Life, and from and after the Determination of that Estate, then as to all the Premises in the County of *Devon*, and a certain Messuage, Tenement or Dwelling-house in the King's Circus in the said City of *Bath*, to the Use of the said *Charlotte Louisa Eyre*, (the second Daughter of the said *Samuel Eyre*,) her Heirs and Assigns for ever; and as to all that capital Messuage and Farm of *Chilhampton*, otherwise *Chillington*, in *South Newton* aforesaid, with the Appurtenances; and the capital Messuage and Farm called *Bonbams*, in *South Newton* aforesaid, and *Foulston Fields*, in the said Parish, and all other the Premises situate, lying and being in *Chilhampton*, and in *Newton*, otherwise *South Newton*, after the Death of the said *Samuel Eyre*, to the Use of the said *Henry Arthur Fellowes* and *Richard Hole*, their Executors, Administrators and Assigns, for and during the Term of Five hundred Years, upon the Trusts thereafter declared, and from and after the End, Expiration, or other sooner Determination of the said Term of Five hundred Years of and in the said Premises respectively, and as to all other the Premises in the said Counties of *Berks* and *Wilts*, of which no Use had been declared, to the Use and Behoof of the said *Susannah Harriott Eyre*, her Heirs and Assigns for ever; and it was thereby declared and agreed that the said Term of Five hundred Years was so limited to the said *Henry Arthur Fellowes* and *Richard Hole*, their Executors, Administrators and Assigns, upon Trust that they, or the Survivor of them, his Executors, Administrators or Assigns should at any Time or Times, after the Death of the said *Samuel Eyre*, or in his Lifetime, if he should think fit and appoint the same, and from and after the Death of *Margaret Eyre*, the then wife of the said *Samuel Eyre*, and not sooner, by demising, mortgaging, or selling of the said Term of Five hundred Years or any Part thereof, and of the several Hereditaments therein comprised, or any of them, or any Part or Parts thereof, and by and with the Rents and Profits of the Premises in the mean Time, and until such Demise, Mortgage or Sale, or by some or one of the said Ways or Means as they the said *Henry Arthur Fellowes* and *Richard Hole*, or the Survivor of them, his Executors, Administrators or Assigns should think fit, raise and levy the Sum of Five thousand Pounds, to be paid to and for the Benefit of the said *Charlotte Louisa Eyre* (the second Daughter of the said *Samuel Eyre*,) at such Time or Times, and in such Manner and Form as the said *Samuel Eyre*, by any Writing or Writings under his Hand and Seal, attested by Two or more credible Witnesses, or by his

Deed Poll,
dated Nov.
30, 1776, in
consideration
of a Marriage
between A.
Popham and
C. L. Eyre.

his last Will and Testament in Writing, executed in the Presence of three Witnesses, should direct or appoint; and in Default of such Direction and Appointment, then to be paid to the said *Charlotte Louisa Eyre*, her Executors, Administrators or Assigns, within three Calendar Months after the Death of the said *Samuel Eyre* and the said *Margaret Eyre* as aforesaid, in case she should be then living, or if she should be then dead, to any Child or Children which she should leave, in such Parts, Shares and Proportions, Manner and Form as she should, by Deed or Will executed as aforesaid, direct, limit or appoint, and in Default thereof, then to and among such Child or Children Share and Share alike, and to be paid at such respective Ages, Days or Times as therein mentioned: And whereas, a Recovery was duly suffered of the said Hereditaments, hereinbefore mentioned to be situate in the said County of *Wils.*, pursuant to the Agreement for that purpose contained in the said Indenture of Release: And whereas the said *Charlotte Louisa Eyre* intermarried with *Alexander Popham*, of *Bagborough*, Esquire, on the Twenty-eight Day of *December* One thousand seven hundred and seventy-six, and previously to, and in Consideration of, such her Marriage, and in Consideration of the Provisions made as well for the said *Charlotte Louisa Eyre*, in case the said then intended Marriage took effect, as for the Children of the said Marriage, if any, the said *Samuel Eyre* did, by Deed Poll, dated the Thirtieth Day of *November* One thousand seven hundred and seventy-six, under his Hand and Seal, and attested by two credible Witnesses, direct and appoint the said *Henry Arthur Fellowes* and *Richard Hole*, and the Survivor of them, his Executors or Administrators, in case the said then intended Marriage should take effect, immediately after the Deaths of the said *Samuel Eyre* and *Margaret* his Wife, by Demise, Mortgage, or Sale of the said Term of Five hundred Years, and the Premises therein comprized, or any Part thereof, to raise and levy the said Sum of Five Thousand Pounds, and pay the same to the said *Alexander Popham*, his Executors, Administrators or Assigns: And whereas, by Indenture of four Parts, also dated the said Thirtieth Day of *November* One thousand seven hundred and seventy-six, and made between the said *Samuel Eyre* of the first Part, the said *Susannah Harriott Eyre* of the second Part, the said *Alexander Popham*, of *Bagborough*, of the third Part, and *James Sparrow*, Esquire, and *Alexander Popham* of the Inner Temple, Esquire, of the fourth Part, Reciting, that *Mary Eyre*, Widow, by her Will, dated the Thirtieth Day of *December* One thousand seven hundred and fifty-two, did give one Third Part of the Residue of her Personal Estate (subject to the Payment of Five Thousand Pounds to the said *Samuel Eyre*) to *William Fellowes*, Esquire, (her Executor therein named) in Trust to pay the Interest thereof to the said *Samuel Eyre* for his Life, and after his Decease to pay the Principal among such Children, (other than an eldest Son or eldest Daughter, if no Son) as the said *Samuel Eyre* should leave at his Death, or if there should be only one such Child, then to pay the whole to such only Child, and if he should leave no Child, then to pay the same as the said *Samuel Eyre* by any Writing under his Hand should appoint, and in Default of Appointment, to his legal Representatives: And reciting the said Indentures of Lease and Release of the Third and Fourth Days of *May* One thousand seven hundred and seventy-six, and that upon a Treaty of Marriage between the said *Alexander Popham*, of *Bagborough*, and the

the said *Charlotte Louisa Eyre*, the said *Samuel Eyre* did agree with the said *Alexander Popham* of *Bagborough*, that he should have an Assurance of receiving, with the said *Charlotte Louisa Eyre*, under the Will of the said *Mary Eyre*, or otherwise, the Sum of Two Thousand Pounds as Part of her Fortune, above all other Provisions made for her, and also Interest at Four Pounds *per Centum* on the said Two Thousand Pounds from the Day of the Solemnization of the said Marriage to the Time of his actual Receipt of the same: And reciting, that it was uncertain whether the said *Alexander Popham* of *Bagborough* might, under the Contingencies in the said Will of the said *Mary Eyre* (in case the said Marriage should take effect) ever become intitled to receive the said Sum of Two Thousand Pounds, or any Part thereof, under the said Will, and though he should become intitled to any Part of the residuary Estate of the said *Mary Eyre* thereby provided for the younger Child or Children of the said *Samuel Eyre*, yet it was uncertain how much his Part thereof might amount to, and when the same might become due: It was (among other Things) witnessed, that in Consideration of the said then intended Marriage, and of the Provision as well for the said *Charlotte Louisa Eyre* as of the Issue of the said then intended Marriage in Manner therein mentioned: And also for better securing the Payment of the said Two Thousand Pounds, and Interest for the same, they the said *Samuel Eyre* and *Susannab Harriott Eyre*, by virtue of the Power vested in them by the said Indentures of Lease and Release of the Third and Fourth Days of *November* one thousand seven hundred and seventy-six, and of all other Powers, did demise, grant, bargain, sell, assign, transfer, and set over unto the said *James Sparrow* and *Alexander Popham* of the Inner Temple, their Executors, Administrators, and Assigns, the Hereditaments comprized in the said Term of Three hundred Years limited or created by the said Indenture of Release of the Fourth Day of *May* One thousand seven hundred and seventy-six, as aforesaid, to hold the same for the Remainder of the said Term of Three hundred Years therein, upon Trust, that in case the Interest of the said Two Thousand Pounds should be unpaid for thirty Days after any of the Days whereon the same ought to be paid, or if the said Two Thousand Pounds or any Part thereof should be unpaid for the space of six Years after the said then intended Marriage, then, in either or both of the said Cases, the said *James Sparrow* and *Alexander Popham* of the Inner Temple, their Executors, Administrators, or Assigns, might, out of the Rents and Profits of the same Premises, or by Sale or Mortgage of the Residue of the said Term, levy the said Two Thousand Pounds, or so much thereof as should be then due, and pay the same to the said *Alexander Popham*, of *Bagborough*, his Executors, Administrators and Assigns: And whereas the said *Charlotte Louisa Popham* departed this Life long since, and the said *Alexander Popham*, of *Bagborough*, afterwards departed this Life, leaving *Francis Popham*, his only Son, and two Daughters, and no other Child, by the said *Charlotte Louisa* his Wife, but having first duly made and published his last Will and Testament in Writing, dated the Twenty-ninth Day of *May* One thousand seven hundred and eighty-one, and thereby bequeathed to the said *Alexander Popham* of the Inner Temple, *James Sparrow*, *George Popham* (since deceased) and *James Bernard*, (his Executors therein named) all his personal Estate whatsoever, in Trust for his only Son the said *Francis Popham*: And whereas, by

Marriage
Settlement
between W.
Eyre and S.
H. Eyre, da-
ted 10 and 11
April 1789.

Indentures of Lease and Release, bearing Date respectively the Tenth and Eleventh Days of *April* One thousand seven hundred and eighty-nine, the Release being of three Parts, and made between the said *Samuel Eyre*, and *Susannah Harriott Eyre*, of the First Part, the said *William Eyre* (then *William Purvis*), of the Second Part, and *John Rolle*, Esquire, and *John Strode*, Esquire, of the Third Part, in Consideration of a Marriage then intended between the said *William Eyre* and the said *Susannah Harriott Eyre*, his Wife, they the said *Samuel Eyre* and *Susannah Harriott Eyre* did grant, bargain, sell, alien, release, and confirm unto the said *John Rolle* and *John Strode*, and their Heirs, the said capital Messuage and Farm of *Chilbampton*, otherwise *Cbilington*, in the Parish of *South Newton* aforesaid, and also the said capital Messuage or Farm called *Bonbams* in the same Parish, and also the said several Messuages or Tenements and Lands, with the Appurtenances, situate in *Burdensball* and *Foulston*, or one of them, in the said County of *Wilts*, and also the same several Messuages, Tenements, Cottages, and Lands, with their and every of their Appurtenances, situate in *Chilbampton* aforesaid, and all that the House and Orchard, with the Appurtenances, lying in *Chilbampton*, containing three Parts of an Acre, adjoining in Part to the Highway passing through *Chilbampton*, and in all other Parts to the Lands theretofore of *Edward Estcourt*, Esquire, and all those Lands there belonging to the said House and Orchard, reputed to be One Half Yard Land, and all other Commons and Common of Pasture, as well for three Rudder Beasts, namely, two old Beasts and one Runner, as for twenty-five Sheep, then in the Tenure of the said *Samuel Eyre* and *Susannah Harriott Eyre*, and all that the said Acre of Arable Land in *Foulston Field*, in the County of *Wilts*, called *Gravel Pit Acre*, bounded on the West with the Highway called *Kingway*, on the East with Lands formerly in the Possession of *Humphrey Ditton*, afterwards of *Matthew Mayo*, then since of *William Moore*, and afterwards of *Robert Thorpe*; and also the said several Hereditaments, situate in the Parish of *Boscombe* aforesaid, and comprized in the said Term of Three hundred Years, limited or created by the said Indenture, dated the Fourth Day of *May* One thousand seven hundred and seventy-six; and all other the Hereditaments of them the said *Samuel Eyre* and *Susannah Harriott Eyre*, or either of them, in the Counties of *Wilts* and *Berks*, to hold the same unto the said *John Rolle* and *John Strode*, their Heirs and Assigns; nevertheless, to the Uses therein limited and declared of and concerning the same, (that is to say,) as to all the said Hereditaments hereinbefore mentioned to be situate in the said County of *Wilts*, (subject to the said Term of Five hundred Years and to the Payment of the said Sum of Five Thousand Pounds as aforesaid) to the Use of the said *Samuel Eyre* and his Assigns, during his Life, with Remainder to the Use of the said *John Rolle* and *John Strode*, and their Heirs, during his Life, in Trust to support the contingent Uses and Estates thereafter limited from being defeated, and from and after the Decease of the said *Samuel Eyre*, to the Use of the said *Susannah Harriott Eyre* and her Assigns, until the Solemnization of the said then intended Marriage, and after the Solemnization thereof to the Use of the said *Susannah Harriott Eyre* and her Assigns, during the Term of her Life, with Remainder to the Use of the said *John Rolle* and *John Strode*, and their Heirs, during the Life of the said *Susannah Harriott Eyre*, in Trust to support the contingent Uses and Estates thereafter limited from

from being defeated or destroyed, with Remainder to the Use of the said *William Eyre*, (then *William Purvis*) and his Assigns, during the Term of his natural Life, he taking and using the Name of *Eyre* only after his Name of Baptism, and likewise using the Arms of *Eyre*, agreeably to the Will of *Robert Eyre* deceased; and in default thereof, or from and after the Determination of that Estate, to the Use of the said *John Rolle* and *John Strode* and their Heirs, upon Trust to support and preserve the contingent Uses and Estates therein limited from being defeated or destroyed, with Remainder to the Use of the First, Second, and other Sons of the Body of the said *Susannab Harriott Eyre* successively in Tail Male, such Son and Sons and their Issue respectively as they shall happen to succeed to the said Estates or any of them, taking upon him and themselves respectively the Surname and Arms of *Eyre* as above mentioned; and in Default thereof, or in Default of such Issue, to the Use of the First, Second, Third and other Daughters of the said *Susannab Harriott Eyre*, successively in Tail Male, such Daughter and Daughters and their Issue respectively, as they shall happen to succeed to the said Estates, taking and using the Surname of *Eyre* only, as above mentioned; or in Default thereof, or in Default of such Issue, to the Use of the First Son of the Body of the said *Charlotte Louisa Popham*, then deceased, and the Heirs Male of the Body of such Son lawfully issuing, upon Condition that such First Son of the Body of the said *Charlotte Louisa Popham*, and the Heirs Male of the Body of such Son, respectively, as they shall happen to succeed to the said Estates, or any of them, should severally take and use the Name of *Eyre* only, after their Name of Baptism, and likewise should use the Arms of *Eyre*; and in Default of taking and using the Surname and Arms of *Eyre* as aforesaid, or in Default of such Issue, to the Use of the First Daughter of the said *Charlotte Louisa Popham*, and the Heirs Male of the Body of such First Daughter, such First Daughter and the Heirs Male of her Body taking and using the Surname and Arms of *Eyre*, as aforesaid; and in Default thereof, or of such Issue, to the Use of the Second Daughter of the said *Charlotte Louisa Popham*, and the Heirs Male of the Body of such Second Daughter lawfully issuing, such Second Daughter, and the Heirs Male of her Body taking and using the Surname and Arms of *Eyre* as aforesaid; and in default thereof, or in Default of such Issue, to the Use of the First Son of the Body of *Walpole Eyre*, Esquire, deceased, (Brother of the said *Samuel Eyre*), and the Heirs Male of the Body of such First Son lawfully issuing; and for Default of such Issue, to the Use of the Second and other Sons of the said *Walpole Eyre* successively, and the Heirs Male of the Bodies of such Second and other Sons, lawfully issuing; and for Default of such Issue, to the Use of the First and other Daughters of the said *Walpole Eyre* successively, and the Heirs Male of the Body of such First and other Daughters lawfully issuing, such Daughter and Daughters respectively, and the Heirs Male of their respective Bodies, taking and using the Surname and Arms of *Eyre*, as aforesaid; and in Default thereof, or for Want of such Issue, to the Use of the First Son of the Body of *Elizabeth Plumtree* (heretofore called *Elizabeth Eyre*, Sister of the said *Samuel Eyre*), and the Heirs Male of the Body of such First Son lawfully issuing; and for Want of such Issue, to the Use of the First Daughter of the said *Elizabeth Plumtree*, and the Heirs Male of the Body of such First Daughter lawfully issuing, such
Son

Reports of
the Master in
Chancery,
and Order
thereupon.

Son and Sons, and Daughter and Daughters respectively, of the said *Elizabeth Plumtree*, and the Heirs Male of their respective Bodies, taking and using the Surname and Arms of *Eyre*, as aforesaid; and in Default thereof, or for Want of such Issue, then to the Use and Behoof of the right Heirs of the said *Susannah Harriott Eyre* for ever: And whereas the Marriage between the said *William Eyre* (then *William Purvis*) and the said *Susannah Harriot Eyre*, was afterwards duly had and solemnized, and the said *William Eyre* hath since taken and used the Name of *Eyre* only, after his Name of Baptism, and hath used the Arms of *Eyre*: And whereas the said *Samuel Eyre* and *Margaret* his Wife are both deceased: And whereas, by the Report of Mr. *Spranger*, one of the Masters of the High Court of Chancery, dated the First Day of *July* One thousand seven hundred and ninety-seven, made in pursuance of a Decree of the said High Court of Chancery, dated the Twentieth Day of *February* One thousand seven hundred and ninety-five, in a Cause then depending, in which said *Francis Popham*, and *Louisa Charlotte Popham*, and *Letitia Harriott Popham*, all then Infants, by their next Friend, were Plaintiffs, and *Alexander Popham*, *James Sparrow*, and *James Bernard*, Esquire, (the Executors of the said *Alexander Popham* of *Bagborough*, deceased,) and others, were Defendants; it appears that Seven hundred and fifty-one Pounds, and Four-pence, Bank Three *per Centum* Reduced Annuities, and One thousand and fifty-six Pounds, Seven Shillings, and Eight-pence, Bank Three *per Centum* Consolidated Annuities, (being Part of the Personal Estate of the said *Mary Eyre*, deceased, so bequeathed, in Trust as aforesaid,) and the Dividends which had accrued thereon respectively, had been applied in Payment of the Interest, which had accrued upon the said Sum of Two thousand Pounds, secured by the said Second-mentioned Indenture of the Thirtieth Day of *November* One thousand seven hundred and seventy-six, from the Date of the same Indenture to the Twenty-sixth Day of *August* One thousand seven hundred and ninety-four, and then in Reduction of the said principal Sum of Two thousand Pounds; and it appears, from the said Report, that on the said Twenty-sixth Day of *August* One thousand seven hundred and ninety-four, the Sum of One thousand two hundred and thirty-nine Pounds, Sixteen Shillings and Ten-pence, and no more was remaining due, in respect of the said principal Sum of Two thousand Pounds, all Interest having been paid up to that Day: And whereas, by an Order of the said Court of Chancery, made in the aforesaid Cause, and dated the Twenty-sixth Day of *April* One thousand eight hundred and two, after taking Notice, that the Principal and Interest due in respect of the aforesaid Sum of Two thousand Pounds, upon the First Day of *April* One thousand eight hundred and two, amounted to the Sum of One thousand six hundred and forty-three Pounds, Six Shillings and Two-pence, (consisting of the aforesaid principal Sum of One thousand two hundred and thirty-nine Pounds, Sixteen Shillings and Ten-pence, and of Four hundred and three Pounds, Nine Shillings, and Four-pence, Interest thereof; (and that the said *Francis Popham*, who was entitled to the Residue of the Personal Estate of the said *Alexander Popham*, of *Bagborough* aforesaid, had Occasion for the Sum of Five hundred Pounds; it was by Content ordered, that the said *William Eyre* and *Susannah Harriott* his Wife, should pay Five hundred Pounds (Part of the said One thousand six hundred and forty-three Pounds, Six Shillings, and Two-

Two-pence) to the said *Francis Popham*, and One thousand one hundred and forty-three Pounds, Six Shillings, and Two-pence, (Residue thereof) into the Bank of *England*, to the Credit of the said Cause, the Account of the Personal Estate of the said *Alexander Popham* of *Bagborough*; and thereupon it was ordered, that the said Defendants, *Alexander Popham* and *James Sparrow*, the Trustees, should assign the Security for the same, as the said *William Eyre* and *Susannab Harriott*, his Wife, should desire: And whereas, by an Indenture dated the Twenty-third Day of *August* One thousand eight hundred and two, and made between the said *Alexander Popham* and *James Sparrow*, the Trustees, of the First Part, the said *Francis Popham*, of the Second Part, and the said *William Eyre* and *Susannab Harriott*, his Wife, of the Third Part; after reciting (among other Things,) the said Order of the Twenty-sixth Day of *April* One thousand eight hundred and two, and that, in pursuance thereof, the said *William Eyre* did, with his proper Money, pay into the Bank the said One thousand one hundred and forty-three Pounds, Six Shillings and Two-pence, and had also paid to the said *Francis Popham* the said Five hundred Pounds; it is witnessed, that, in Consideration of the Payment of the said Two Sums of Five hundred Pounds, and One thousand one hundred and forty-three Pounds, Six Shillings, and Two-pence, as aforesaid, and in pursuance of the said Order, the said *Alexander Popham*, Party thereto, and *James Sparrow*, did bargain, sell, assign, and set over, unto the said *William Eyre*, his Executors, Administrators, and Assigns, the Hereditaments hereinbefore mentioned to be comprized in the said Term of Three hundred Years: to hold the same to the said *William Eyre*, his Executors, Administrators, and Assigns, for the then Residue of the said Term of Three hundred Years, subject nevertheless to such Right and Equity of Redemption thereof, as was then subsisting of and concerning the same: And whereas, under or by virtue of the Acts for the Redemption and Sale of Land-Tax, or some or One of them, the said *William Eyre* and *Susannab Harriott*, his Wife, have redeemed the Land-Tax charged upon a Messuage or Tenement, Farm, and Lands, with the Appurtenances, situate in the Parish of *Boscombe* aforesaid, (being Part of the Estates comprized in the said Indentures of Settlement, of the Tenth and Eleventh Days of *April* One thousand seven hundred and eighty-nine) in Consideration of One thousand two hundred and seventy-seven Pounds, Seven Shillings, and Sixpence, Three *per Centum* Consolidated Bank Annuities, which have been duly transferred by the said *William Eyre*, to the Commissioners for the Reduction of the National Debt, at the Bank of *England*; and they the said *William Eyre* and *Susannab Harriott Eyre*, his Wife, have redeemed the Land-Tax charged upon a Farm, with the Appurtenances, in the Parish of *White Parish*, and upon Two Farms, with the Appurtenances, situate at *South Newton* aforesaid, and upon other Hereditaments, comprized in the said Indentures of Settlement lastly-mentioned, in Consideration of One thousand eight hundred and sixty-six Pounds, Eleven Shillings, and Three-pence Farthing, Three *per Centum* Consolidated Bank Annuities, duly transferred by the said *William Eyre* to the Commissioners for the Reduction of the National Debt, at the Bank of *England*; as by the several Certificates of the respective Amounts of the Land-Tax so redeemed, and the Certificates of the Contracts for the Redemption thereof, and the Receipts indorsed upon the said Contracts respectively,

[*Loc. & Per.*]

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will appear: And whereas, by an Act passed in the Forty-second Year of His present Majesty's Reign, intituled ' An Act for consolidating
 ' the Provisions of the several Acts, passed for the Redemption and
 ' Sale of the Land-Tax, into One Act, and for making further Pro-
 ' visions for the Redemption and Sale thereof; and for removing
 ' Doubts respecting the Right of Persons claiming to vote at Elec-
 ' tions for Knights of the Shire, and other Members, to serve in Parlia-
 ' ment, in respect of Messuages, Lands, or Tenements, the Land-
 ' Tax upon which shall have been redeemed or repurchased;' it is
 (amongst other Things) enacted, That, where any Person or Persons
 shall have redeemed their, his, or her Land-Tax, by, or out of their,
 his, or her own Personal Estate, by virtue of the former Act for Re-
 demption and Sale of Land-Tax, it should be lawful for such Person
 or Persons, either for reimbursing all Stock, (in Cases where the ori-
 ginal Consideration for the Redemption of any such Land-Tax shall
 have been in Stock,) or for reimbursing all Sums of Money (in Cases
 where the original Consideration for such Redemption shall have been
 in Money,) which should respectively have been transferred or ap-
 plied in the Redemption of such Land-Tax, to carry into Execution
 all and every, or any of the Powers thereby given, in order to raise
 Money by Sale, Mortgage, or Grant, for the Redemption of Land-Tax,
 in such Manner as such Person or Persons would have been authorized
 by the said Act, to carry into Execution the same Powers, for the
 Purpose of redeeming any Land-Tax in the first Instance: And whereas
 the said *Richard Hole* survived the said *Henry Arthur Fellowes*, and
 afterwards departed this Life, having first duly made and published his
 last Will and Testament, in Writing, and thereof appointed his Wife,
Wilhelmina Hole, sole Executrix; who, after his Decease, duly proved
 the same, in the Prerogative Court of the Archbishop of *Canterbury*,
 and hath thereupon become sole Trustee of the aforesaid Term of Five
 Hundred Years: And whereas the said *William Eyre* hath Issue, by the
 said *Susannah* his Wife, Four Children and no more, (that is to say,)
Harriott Eyre, born the Eighteenth Day of *July* One thousand seven
 hundred and ninety-two; *Elizabeth Purvis Eyre*, baptized the Ninth
 Day of *March* One thousand seven hundred and ninety-four; *Charlotte*
Louisa Purvis Eyre, baptized the Eighteenth Day of *October* One thou-
 sand seven hundred and ninety-five; and *Julia Purvis Eyre*, baptized
 the Fourth Day of *October* One thousand seven hundred and ninety-
 seven: And whereas the said *Francis Popham*, as the First and only Son
 of the said *Charlotte Louisa Popham*, deceased, is, under and by virtue of
 the Limitations contained in the said hereinbefore-recited Indenture of
 Release, of the Eleventh Day of *April* One thousand seven hundred and
 eighty-nine, entitled to an Estate Tail in Remainder, immediately ex-
 pectant upon the Determination of the Estates Tail, by the same In-
 denture of Release limited in Use to the Sons and Daughters of the said
Susannah Harriott Eyre successively: And whereas the said Sum of One
 thousand six hundred and forty-three Pounds, Six Shillings, and Two-
 pence, paid by the said *William Eyre* to the said *Francis Popham*, and
 into the Bank of *England*, pursuant to the said Order of the Twenty-
 sixth Day of *April* One thousand eight hundred and two, as herein-
 mentioned, was so paid by him the said *William Eyre*, in order to pre-
 vent the raising of the same by a Sale of the said Term of Three hun-
 dred Years, under or by virtue of the Trusts of the same Term; and,

as the said *William Eyre* is only Tenant for Life of the Hereditaments, comprized in the said Term of Three hundred Years, it is reasonable that the Inheritance in Fee Simple of a Part of the said settled Estates, should be sold for the Purpose of reimbursing the said *William Eyre* the Sum of One thousand two hundred and thirty-nine Pounds, Sixteen Shillings, and Ten-pence, being the remaining Part of the said principal Sum of Two thousand Pounds, so secured by the said Term of Three hundred Years, as aforesaid: And whereas the said Sum of Five thousand Pounds, directed to be raised under the Trusts of the said Term of Five hundred Years, created by the said Indenture of the Fourth Day of *May* One thousand seven hundred and seventy-six, hath not hitherto been raised, pursuant to the Trusts of the said Term, but the same still remains due and unpaid: And whereas the said Sum of Five thousand Pounds hath been called in and the said *William Eyre* hath not been able to borrow any Sum or Sums of Money, on Mortgage of the Hereditaments comprized in the said Term of Five hundred Years, for the Purpose of paying off the said Sum of Five thousand Pounds: And whereas it would be highly injurious to the said *William Eyre* and *Susannah Harriott* his Wife, and all other Persons who shall or may, under the Limitations of the said recited Indenture of Release, of the Eleventh Day of *April* One thousand seven hundred and eighty-nine, come into the Possession of, or be entitled to, the Estates comprized in the said Term of Five hundred Years as aforesaid, if the said *Wilhelmina Hole* (who, as Executrix of the said *Richard Hole*, is sole Trustee of the said Term of Five hundred Years) should proceed to a Sale of the same Term of Five hundred Years, or any Part thereof, for the Purpose of raising the said Sum of Five thousand Pounds, under or by virtue of the Trusts of the same Term, and the same can only be effectually prevented by Sale of the Inheritance in Fee Simple of the said Hereditaments comprized in the same Term, or a sufficient Part thereof, in order to raise such Sum of Five thousand Pounds: And whereas, the Inheritance in Fee Simple of the said Hereditaments, comprized in the said Term of Five hundred Years would sell to a very great Advantage: And whereas the said *William Eyre* is desirous of being reimbursed the said One thousand two hundred and seventy-seven Pounds, Seven Shillings and Sixpence Three *per Centum* Consolidated Bank Annuities, and One thousand eight hundred and sixty-six Pounds, Eleven Shillings and Three-pence Farthing, like Annuities, so by him transferred for Redemption of Land-Tax, as aforesaid: And whereas the said *William Eyre* and *Susannah Harriott*, his Wife, and *Francis Popbam* are desirous that the Whole of the Hereditaments comprized in the said Term of Five hundred Years, should be sold, and a sufficient Part of the Monies arising from such Sale applied in Payment and Satisfaction of the said Sums of One thousand two hundred and thirty-nine Pounds Sixteen Shillings and Ten-pence, and Five thousand Pounds respectively, and in reimbursing the said *William Eyre* the said One thousand two hundred and seventy-seven Pounds, Seven Shillings and Sixpence Three *per Centum* Consolidated Bank Annuities, and One thousand eight hundred and sixty-six Pounds, Eleven Shillings and Three-pence Farthing, like Annuities; and that the Residue of the Monies to arise by such Sale should be laid out and invested in the Purchase of other Estates, to be settled to the same Uses as the said Hereditaments, comprized in the said Terms of

Three

The Premises described in Schedule to this Act vested in Trustees,

Three hundred Years, and Five hundred Years, do now stand limited unto; but by reason of the Limitations contained in the said Indenture of Release, of the Eleventh Day of *April* One thousand seven hundred and eighty-nine, the Sale of the Whole of the said Hereditaments cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *William Eyre* and *Susannah Harriott*, his Wife, on behalf of themselves and of their several infant Children, and the said *Francis Popham*, do most humbly beseech Your Majesty, That it may be enacted, and be it enacted, by the King's Most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the capital Messuages, Farms, Lands, Tenements, and Hereditaments, comprized in the said Term of Five hundred Years, limited or created by the said Indenture of Release, of the Fourth Day of *May* One thousand seven hundred and seventy-six, and which are particularly mentioned and described in the Schedule to this Act, and are of the clear Annual Rent of Three hundred and ninety-five Pounds, or thereabouts, with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, shall, from and after the passing of this Act, be settled upon, and vested in, and the same are hereby from thenceforth settled upon, and vested in, *Edward Holden Cruttenden* of *Bentinck-Street*, in the County of *Middlesex*, Esquire, and *Henry Sanford* of *Mount-Street*, in the same County, Esquire, and their Heirs, to the Use of them the said *Edward Holden Cruttenden* and *Henry Sanford*, their Heirs and Assigns, for ever, freed and absolutely acquitted, exonerated, exempted, and discharged, of, and from all and every the Uses, Trusts, Estates, Terms of Years, Powers, Provisoos, Limitations, and Agreements, in and by the said recited Indentures of Lease and Release, and Settlement, of the Tenth and Eleventh Days of *April* One thousand seven hundred and eighty-nine, limited, expressed, or declared, of or concerning the same; but subject to the said Term of Five hundred Years, created by the said Indenture of the Fourth Day of *May* One thousand seven hundred and seventy-six, as aforesaid.

who are empowered to sell the same.

II. And be it further enacted, That the said capital Messuages, Farms, Lands, Tenements, and Hereditaments, are hereby vested in the said *Edward Holden Cruttenden* and *Henry Sanford*, their Heirs and Assigns, upon Trust, that the said *Edward Holden Cruttenden* and *Henry Sanford*, or the Survivor of them, or the Heirs or Assigns of such Survivor, do and shall, as soon as conveniently may be, by and with the Consent and Approbation, in Writing, of the said *William Eyre* and *Susannah Harriott*, his Wife, or of the Survivor of them; and, after the Death of such Survivor, then with the Consent, in Writing, of the Person or Persons, who, if this Act had not been passed, would, for the Time being, have been entitled under the Limitations, Uses, or Estates, contained, in the said Indenture of Release, of the Eleventh Day of *April* One thousand seven hundred and eighty-nine, to the Receipt of the Rents, Issues, and Profits of the said Hereditaments and Premises, if such Person or Persons shall be of the Age of Twenty-one Years; but if not, then with the Consent, in Writing, of

of his, her, or their Guardian or Guardians, absolutely sell and dispose of the said capital Messuages, Farms, Lands, Tenements, and Hereditaments, so hereby vested in the said *Edward Holden Cruttenden* and *Henry Sanford*, their Heirs and Assigns, as aforesaid, either together or in Parcels, and either by public Sale or Auction, or by private Contract, unto any Person or Persons who shall be willing to purchase the same, or any Part or Parts thereof, for the best Price or Prices in Money, which in the Judgment of the said *Edward Holden Cruttenden* and *Henry Sanford*, or the Survivor of them, or the Heirs or Assigns or such Survivor, can or may be reasonably had or gotten for the same, and upon Payment of the Monies for which the same Premises shall be respectively sold, in the Manner hereinafter mentioned, shall and do convey and assure the same unto and to the Use of such Purchaser or Purchasers thereof, and his, her, or their Heirs and Assigns for ever, or to such other Uses, and in such other Manner as he, she, or they, shall direct or appoint, freed, exempted, acquitted, exonerated, and discharged, as aforesaid.

III. And be it further enacted, That the Monies to arise by such Sale or Sales, as aforesaid, of the said capital Messuages, Farms, Lands, Tenements, and Hereditaments, so vested in the said *Edward Holden Cruttenden* and *Henry Sanford*, their Heirs and Assigns, as aforesaid, or any Part or Parts thereof, shall be paid and applied, by the Purchaser or Purchasers thereof in the Manner following (that is to say):—in the first Place, in or towards Payment and Satisfaction of the said principal Sum of Five Thousand Pounds, secured under or by virtue of the Trusts of the said Term of Five Hundred Years, limited or created by the said recited Indenture of Release, of the Fourth Day of May, One thousand seven hundred and seventy-six, as aforesaid, unto the Person or Persons entitled to receive the same; and, in the next Place, in or towards Payment and Satisfaction, unto the said *William Eyre*, his Executors, Administrators, or Assigns, of the said Sum of One Thousand Two Hundred and Thirty-nine Pounds Sixteen Shillings and Ten-pence, to which he is entitled, as aforesaid, and in or towards reimbursing the said *William Eyre*, his Executors, Administrators, or Assigns, the said One Thousand Two Hundred and Seventy-seven Pounds Seven Shillings, and Six-pence, Three *per Centum* Consolidated Bank Annuities, and One Thousand Eight Hundred and Sixty-six Pounds Eleven Shillings and Three-pence Farthing, like Annuities, so by him the said *William Eyre* respectively transferred for the Redemption of Land Tax, as hereinbefore mentioned; and the Surplus of the Monies to arise by such Sale or Sales, as aforesaid, after Payment of the Sums of Five Thousand Pounds, and One Thousand Two Hundred and Thirty-nine Pounds Sixteen Shillings and Ten-pence, and reimbursing the said Stock, as aforesaid, shall be paid by the Purchaser or Purchasers into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court or Chancery, to be placed to his Account there, *ex parte* the Purchaser or Purchasers of the settled Estates of the said *Susannah Harriott Eyre*, pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter the Thirty-second, and the General Orders of the said Court,

How the Money arising by the Sale shall be applied.

and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter the Twenty-fourth; and the Certificate or Certificates of the said Accountant General of the High Court of Chancery, together with the Receipt or Receipts of one of the Cashiers of the Bank, to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of England, by the Purchaser or Purchasers or any of the Hereditaments, hereby authorized to be sold, of his, her, or their Purchase Monies respectively, or of any Part or Parts thereof respectively, shall from Time to Time, be a good and effectual Discharge to such Purchaser or Purchasers, and his, her, or their Heirs, Executors, Administrators, and Assigns, for the said Purchase Monies, or for so much thereof for which such Certificates and Receipts shall be respectively given; and after filing such Certificates and Receipts, as aforesaid, such Purchaser or Purchasers shall be absolutely acquitted and discharged of and from the said Monies, and shall not be answerable or accountable for any Loss, Misapplication, or Non-application thereof.

Money paid into the Bank, to be afterwards vested in the purchase of Premises,

IV, And be it further enacted, That the Monies which shall, pursuant to the Direction hereinbefore contained, be so paid into the Bank of England, as aforesaid, shall, upon Petition to the said Court of Chancery, in a summary Way, to be preferred by the said *William Byre* and *Susannah Harriatt* his Wife, or the Survivor of them; and after the Death of such Survivor, by the Person or Persons who, by virtue of the Limitations of the said Indenture of Release, of the Eleventh Day of April, One thousand seven hundred and eighty-nine, shall, for the Time being, be Tenant or Tenants in Possession for Life, or in Tail, of the Hereditaments limited and settled by the same Indenture, and not hereby vested, in Trust to be sold; or if such Tenant or Tenants in Possession be an Infant or Infants, then by his, her, or their Guardian or Guardians, shall be laid out and invested, subject to the Directions and Controul of the said Court of Chancery, in the Purchase of the Inheritance, in Fee simple, of Freehold Messuages, Lands, Tenements, or Hereditaments, to be situate, lying, and being within that Part of the United Kingdom called England, or the Principality of Wales, or both; and of Copyhold Lands, Tenements, or Hereditaments (if any), lying contiguous thereto, and convenient to be purchased therewith; in Possession, free from Incumbrances, except Fee Farm, or Quit-rents, or customary Rents and Services, which said Messuages, Lands, Tenements, and Hereditaments, so to be purchased, shall, thereupon, with all convenient Speed, be conveyed and settled to, for, and upon such and so many of the Uses, Estates, Trusts, Intents, and Purposes, and under and subject to such and so many of the Provisoos, Powers, Limitations, and Restrictions, in and by the said Indenture of Release and Settlement, of the Eleventh Day of April, One thousand seven hundred and eighty-nine, limited and declared of and concerning the aforesaid Hereditaments thereby settled, as shall be then subsisting and capable of taking Effect.

but in the mean time to

V. And be it further enacted, That all Monies which shall be paid into the Bank, in the Name of the said Accountant-General, in the
Manner

Manner hereinbefore directed, or so much thereof as shall not be directed by the said Court of Chancery to be applied in the Payment of Costs and Expences, according to the Provisions hereinafter contained, shall, in the mean Time, and until the said Monies shall be invested in a Purchase or Purchases, as aforesaid, be, from Time to Time, laid out by the said Accountant-General in the Purchase of Navy, or Victualling, Bills, or Exchequer Bills, and the Interest arising from the Money so laid out in Navy or Victualling Bills, or Exchequer Bills, and the Money received for the same, as they shall be respectively paid off by Government, shall be laid out in the Name of the said Accountant-General, in the Purchase of other Navy or Victualling Bills, or Exchequer Bills; all which said Navy and Victualling Bills, and Exchequer Bills shall be deposited in the Bank; in the Name of the said Accountant-General, and shall there remain, until the same shall, upon Petition to be preferred in a summary Way, by the said *William Eyre* and *Susannah Harriott* his Wife, or the Survivor of them, or by such Person or Persons, being Tenant or Tenants for Life, or in Tail, in Possession, or his or their Guardian or Guardians, as aforesaid, be ordered to be sold by the said Accountant-General, for the completing of any Purchase or Purchases hereby authorized to be made, as aforesaid, in such Manner as the said Court shall think just and meet; and if the Money to arise by the Sale of such Navy, or Victualling Bills, or Exchequer Bills, which shall have been purchased, as aforesaid, shall exceed the original Purchase Money so laid out thereon, as aforesaid, then and in that Case only, the Surplus which shall remain shall be paid to such Person or Persons respectively; as would have been entitled to receive the Rents and Profits of the Lands and Hereditaments directed to be purchased, in case the same had been purchased pursuant to this Act, or to the Representative or Representatives of such Person or Persons.

be laid out
in the pur-
chase of Navy
Bills, &c.

VI. Provided always, and it is hereby further enacted, That it shall be lawful for the High Court of Chancery, from Time to Time, to make such Order as that Court shall think fit, for taxing all Costs, Charges, and Expences, which shall have been incurred preparatory to, and in soliciting and applying for, and obtaining and passing this Act, and in making the several Applications to the said Court of Chancery in pursuance hereof, and making and completing the Sales of the Hereditaments hereby made saleable, and in vesting all or any of the Monies which, under this Act, shall be paid into the Bank of England, in the Purchase of Lands and Hereditaments, according to the Directions herein contained, or otherwise for carrying the Trusts and Purposes of this Act into Execution; and also, from Time to Time, to make an Order, if to the said Court it shall seem fit, for Payment of all such Costs, Charges, and Expences, as aforesaid, out of the Money so to be paid into the Bank, as aforesaid, or out of the Money arising by Sale of the said Navy or Victualling Bills, or Exchequer Bills, so to be purchased, as aforesaid.

Costs to be
taxed.

VII. And be it further enacted, That in the mean Time, and until the said capital Messuages, Farms, Lands, Tenements, and Hereditaments, hereby made saleable, shall be sold, pursuant to the Directions here-

Till the Pre-
mises are
sold, the
Owners to

continue in Possession.

hereinbefore contained, they, the said *Edward Holden Cruttenden* and *Henry Sanford*, their Heirs and Assigns, shall permit and suffer the same capital Messages, Farms, Lands, Tenements, and Hereditaments to be held and enjoyed, and the Rents and Profits thereof to be received and taken, by such Person or Persons as would have been entitled, or ought to have held and enjoyed, received, and taken the same, in case this Act had not been made.

In case of Death of Trustees, &c. others to be appointed.

VIII. Provided always, and it is hereby further enacted, That if both or either of them, the said *Edward Holden Cruttenden* and *Henry Sanford*, or any future Trustee or Trustees who shall succeed or be appointed in the Stead or Place of them, or either of them, as hereinafter mentioned, shall die, or desire to relinquish the Trust hereby in them or him reposed, or shall refuse or decline, or become incapable to act in the said Trusts, or shall go out of *Great Britain* before the said Trusts shall be fully performed and executed, then and so often as any such Case shall happen, it shall be lawful for the High Court of Chancery, on a summary Application made for that Purpose, by Petition, by the said *William Eyre* and *Susannah Harriott* his Wife, or the Survivor of them, or such other Person or Persons as, for the Time being would be beneficially entitled to the Possession, according to the Uses limited by the Settlement of the eleventh Day of April, One thousand seven hundred and eighty-nine, hereinbefore recited, to the Hereditaments hereby made saleable; or if such Person or Persons shall be an Infant or Infants, then and in such Case, on the Petition of his, her, or their Guardian or Guardians, from Time to Time to nominate, substitute, and appoint any Person or Persons to be a Trustee or Trustees in the Place or Stead of the Trustee or Trustees so dying, or desiring to be discharged, or going out of *Great Britain*, or refusing, declining, or becoming incapable to act, as aforesaid; and that when, and so soon, and as often, as any new Trustee or Trustees shall be nominated and appointed, as aforesaid, by an Order of the said Court of Chancery, in a summary Way, on Petition, as aforesaid, all the Trusts, Estates, and Premises, which shall be then vested in the Trustee or Trustees so dying, or desirous of being discharged, or refusing, declining, or becoming incapable to act, or going out of *Great Britain*, as aforesaid, either solely or jointly with the other Trustee, shall, thereupon, with all convenient Speed, be conveyed and transferred in such Sort and Manner, and so that the same Trust, Estates, and Premises, shall and may be legally and effectually vested in the surviving or continuing Trustee thereof, and such new Trustee, or if there shall be no continuing Trustee, then in such new Trustee or Trustees only, upon the same Trusts, and for the same Intents and Purposes, as are hereinbefore declared of and concerning the said Trust Estates, and Premises, or such and so many of the same Trusts, Intents, and Purposes, as shall or may be then subsisting and capable of taking Effect, and that such new Trustee or Trustees shall and may, in all Things, act in the Management, carrying on, and executing of the Trusts aforesaid, as fully and effectually, and with the same Powers and Authorities, to all Intents and Purposes whatsoever, as if he or they had been originally in and by this Act appointed a Trustee or Trustees for the Purposes aforesaid.

IX. Saving

IX. Saving always to the King's Most Excellent Majesty, his Heirs and Successors, and to all and every other Person and Persons, Bodies politic and corporate, and their respective Heirs, Successors, Executors, and Administrators (other than and except the said *William Eyre*, and *Susannab Harriott Eyre* his Wife, and the Sons and Daughters of the said *Susannab Harriott Eyre*, and the Heirs Male of such Sons and Daughters respectively, and except the said *Francis Popham* and his Heirs Male, and except the first and second Daughters of the said *Charlotte Louisa Popham*, deceased, and the Heirs Male of such Daughters respectively, and except the Sons and Daughters of the said *Walpole Eyre*, deceased, and the Heirs Male of such Sons and Daughters respectively, and except the first Son and first Daughter of the said *Elizabeth Plumtree*, and except the right Heirs of the said *Susannab Harriott Eyre*, and except the Trustees named in the said Settlement of the eleventh Day of April, One thousand seven hundred and eighty-nine, and their Heirs, and except every other Person lawfully or equitably claiming, or to claim, any Estate, Right, Title, Charge, or Interest, in, to, or out of, the said capital Messuages, Farms, Lands, Tenements, and Hereditaments, so hereby vested in them the said *Edward Holden Cruttenden* and *Henry Sanford*, their Heirs and Assigns, as aforesaid, under or by virtue of the said recited Indenture of Release or Settlement, of the eleventh Day of April, One thousand seven hundred and eighty-nine, and his, her, and their Heirs, Executors, Administrators, and Assigns), all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of, the said Messuages, Farms, Lands, Tenements, and Hereditaments, hereby vested in Trust to be sold, as aforesaid, as they, every, or any of them, had before the passing of this Act, or could or might have had, held, or enjoyed, in case this Act had not been made.

X. And be it further enacted, That this Act shall be printed by the Printer to the King's Most Excellent Majesty, and a Copy thereof, so printed, shall be admitted as Evidence thereof by all Judges, Justices, and others.

The SCHEDULE referred to by the foregoing Act.

PARTICULAR of CHILHAMPTON FARM and MANOR, in the Occupation of WILLIAM TAMLYN.

	Measure.			Rent al.
	A.	R.	P.	
Farm House, three ground Barns, one stavel Barn, Stables, Cow Houses, Cart House, Granaries, Yard, and Garden	1	2	5	
Cottage and Garden called Sealy's, taken of the Earl of Pembroke, in Exchange, on the Division of the Manor	0	0	22	
Stable, Barn, and Yard, called Sealy's, taken of the Earl of Pembroke, in Exchange	0	0	16	
Cottage House of two Tenements and Garden	0	0	20	
Cottage House of two Tenements and Garden, late Richard Jeffery's life-hold, the Reversion of which was allotted to this Farm on the Division of the Manor, and since fallen into Mr. Eyre's Hands	0	1	0	
Garden	0	0	32	
Corner of Nut Clofe, now a Road	0	0	5	
Nursery	0	0	7	
<i>Water Meadow.</i>				
Long Mead	4	1	20	
Ditto	2	3	17	
Little Mead	1	1	12	
Ditto	0	0	27	
Ditto	0	1	25	
Great Codmoor	4	1	4	
Higher Codmoor	3	0	32	
Buffy Marth	5	3	10	
Lower Meads	7	1	34	
Chilhampton Meadow	15	3	24	
<i>Dry Meadow and Pasture.</i>				
An Orchard	1	0	0	
Boney Clofe	1	3	36	
Little Mead	0	2	7	
Home Plot	0	1	12	
Long Ham	0	1	0	
Ward's Clofe	0	2	16	
Allotment of Waste Land, lately inclosed	0	2	0	
The Feed of a Piece of Meadow in Chilhampton Mead, the first Share of which belongs to Mr. Powell	0	1	9	
<i>Arable Land.</i>				
An Allotment of Arable	194	0	0	
An Allotment at Dumford Bottom	4	2	32	
Ditto at Ditto	1	1	22	
Ditto, lately broken up	60	0	0	

	Measure. A. R. P.	Rental.
<i>Down Land.</i>		
An Allotment of Down Land - - -	59 2 6	
Total,	373 1 12	

Reversion in Fee of a Cottage House of two Tenements and Gardens at Chilhampton, after the Interest of Stephen Blake in the same is determined, who holds the same by Lease, dated the 4th Day of October 1800, for the Remainder of a Term of 99 Years, determinable on the Lives of Stephen Blake, Son of Moses Blake, of South Newton, Labourer, then aged Four Years, Maria Blake, Daughter of the said Stephen Blake, aged Ten Years, and Henry Blake, Son of James Blake, of South Newton, aged Eight Years, under the Yearly Rent of Sixpence - - - 0 1 0
 Annual value 3/.

PARTICULAR of an Estate at SOUTH NEWTON, in the Occupation of WILLIAM TAMLYN.

A Dwelling House, Barn, Stable, Waggon House, Yard, and Garden - - - - -	0 1 15
A Yard - - - - -	0 0 30

Water Meadow.

Bonhams - - - - -	3 3 20
Meadow near the Pound - - - - -	6 1 10

Pasture.

Porter's Ham - - - - -	1 1 0
Small Piece of Down Land against Devizes Road, not worth breaking up - - - - -	0 1 8

Arable Land.

Croft near New Way Bridge - - - - -	6 0 16
Ditto near the Pound - - - - -	1 1 5
Open Arable - - - - -	21 1 27
Ditto - - - - -	32 3 20

Total, 73 3 31

	Measure. A. R. P.	Rental. £. s. d.	Total. £. s. d.
A Cottage House of two Tenements and Garden, held by Stephen Blake for 99 Years, determinable on his own Life and the Lives of James Blake and Peter Blake, Sons of Peter Blake Annual value 2 <i>l</i> .	0 0 32		
A Cottage House and Garden, held by James Blake at Will, Rent free, Annual value 1 <i>l</i> .	0 0 8		
These two Estates are let to William Tamlyn, for a Term of 12 Years from Michaelmas 1802, at the yearly Rent of 400 <i>l</i> .		400 0 0	
There are Quit-Rents of 3 <i>l</i> . 7 <i>s</i> . 4 <i>d</i> . payable out of Chilhampton Farm, and 1 <i>l</i> . 7 <i>s</i> . per Annum for the Newton Estate, to the Earl Pembroke.		4 14 4	
			395 5 8

The Earl of Pembroke holds under William Eyre, Esq. by Lease, dated the 9th April 1799, for 99 Years, if he, the said Earl, now aged 45 Years, James Lord Viscount Fitzharris, now aged 27 Years, and Robert Lord Herbert, now aged 15 Years, or any or either of them shall so long live, under the yearly Quit-rent of 5*s*. the undermentioned Lands by Estimation, scattered over Foulstone Farm, the Property of the said Earl.

Arable Land.

In Kingway Field, in three Pieces	3 2 0	
In the Middle Field, in nine Pieces	14 1 0	
In the East Field, in three Pieces	3 0 0	
Common of Pasture for 60 Sheep, 4 rother Beasts, and 1 Horse, Annual value 19 <i>l</i> . 8 <i>s</i> . 9 <i>d</i> .		
Total,	20 3 0	

Nine Cottages and Gardens with an Orchard, at Bardenball, in the several Occupations of Joseph Hayward, William Howell, Thomas Coward, Henry Walker, John Blake, junior, William Nash, Emanuel Richmond, William Reeves, Jonathan Turner, John Beal, and John Dew, held for the Life of Stephen Young, aged about 55 Years, under the yearly Rent of 1*s*.

Annual value 22 <i>l</i> . 1 <i>s</i> .	0 3 25	0 1 0
Dwelling House and Garden in the Occupation of John Dew, determinable on the Lives of Stephen Young, aged about 55 Years, and James Pagett, aged about 46 Years, under the yearly Quit-rent of 1 <i>s</i> . Annual value 2 <i>l</i> . 1 <i>s</i> .	0 0 10	0 1 0
	0 3 35	395 12 8

JOHN CHARLTON,
Surveyor.