



ANNO QUADRAGESIMO OCTAVO

GEORGI III. REGIS.

Cap. 141.

An Act for vesting the settled Estates of the Right Honourable *Philip* Earl of *Hardwicke*, situate in the County of *Gloucester*, in Trustees, upon Trust, as to certain Parts which have been contracted to be sold, to convey the same to the respective Purchasers; and as to the Residue, in Trust to sell the same; and for investing the Purchase Monies under the Direction of the High Court of Chancery, in other Estates to be settled in lieu thereof, and to the same Uses. [25th June 1808.]

WHEREAS under and by virtue of the last Will and Testament of the Right Honourable *Philip* First Earl of *Hardwicke* deceased, dated the Twenty-third Day of *November* One thousand seven hundred and sixty-one, and a Codicil thereto, dated the Ninth Day of *July* One thousand seven hundred and sixty-two; and also under and by virtue of an Indenture dated the Twenty-sixth Day of *August* One thousand seven hundred and ninety, and made between the Right Honourable *Philip* now Earl of *Hardwicke* and the Right Honourable *Elizabeth* Countess of *Hardwicke* his Wife, of the one Part, and the Right Honourable *Alexander* Earl of *Balcarres*, the Honourable *John Eliot*

Will of First Lord, *Hardwicke*, and Codicil thereto. Marriage Settlement of the present Earl and Countess *Hardwicke*.

[Loc. & Per.]

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Second

Bargain and
Sale for suf-
fering a
Recovery,
14th June
1805.

Uses of Re-
covery.

Will and
Codicil of
Lord Hard-
wicke, and
Indentures of
Lease and
Release of
13th and 14th
June 1805.

Second Son of the Right Honourable *Edward* Lord *Eliot*, and the Right Honourable *Charles Yorke* of the other Part; and also under and by virtue of an Indenture of Bargain and Sale, duly enrolled in the Court of Common Pleas at *Westminster*, dated the Fourteenth Day of *June* One thousand eight hundred and five, and made between the said *Philip* now Earl of *Hardwicke* of the First Part, the Right Honourable *Philip Yorke*, commonly called Lord Viscount *Royston* (since deceased) then eldest Son and Heir Apparent of the said *Philip* now Earl of *Hardwicke* of the Second Part, and the several other Persons therein named of the Third and Fourth Parts; and also under and by virtue of a common Recovery duly suffered in the said Court of Common Pleas, pursuant to the said Indenture of Bargain and Sale, wherein the said *Philip* Lord Viscount *Royston* was vouched, the Manors of *Hardwicke* and *Haresfield*, the impropriate Rectory of *Haresfield*, the Advowson of the Vicarage of the Church of *Haresfield*, and several Messuages, Farms, Lands, Tythes, and other Hereditaments in the Parishes of *Hardwicke* and *Haresfield* in the County of *Gloucester*, being the Estates of the said *Philip* now Earl of *Hardwicke*, and of the said *Philip* Lord Viscount *Royston* (deceased) became and were and stood settled (together with other Hereditaments) subject to a yearly Rent Charge of One thousand two hundred Pounds to the said *Elizabeth* Countess of *Hardwicke* for her Life for her Jointure, and to a Term of One thousand five hundred Years in the said Earl of *Balcarres*, *John Eliot*, and *Charles Yorke*, in Trust, for better securing the said Jointure, and also for raising after the Death of the said *Philip* now Earl of *Hardwicke*, the Sum of Fifteen thousand Pounds for the Portions of his Daughters and younger Sons by the said *Elizabeth* Countess of *Hardwicke*, to the Use of such Person and Persons, and for such Estate or Estates, and upon such Trusts, and to and for such Intents and Purposes as the said *Philip* now Earl of *Hardwicke* and the said *Philip* Lord Viscount *Royston* should, by any Deed or Deeds by them sealed and delivered in the Presence of and attested by Two or more credible Witnesses, direct, limit, or appoint; with Remainder to the Use of the said *Philip* now Earl of *Hardwicke* and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use of a Trustee during his Life, in Trust to preserve contingent Remainders, with Remainder to such Uses and for such Intents and Purposes as the said *Philip* Lord Viscount *Royston* should by Deed or Will direct, limit, or appoint; with Remainder to the Use of him the said *Philip* Lord Viscount *Royston* in Tail Male; with Remainder to the Second and other Sons of the said *Philip* now Earl of *Hardwicke* successively in Tail Male; with Remainder to the said *Charles Yorke* in Tail Male, with divers Remainders over: And whereas under and by virtue of the said last Will and Testament of the said *Philip* Earl of *Hardwicke* deceased, and also under and by virtue of Indentures of Lease and Release, bearing Date respectively the Thirteenth and Fourteenth Days of *June* One thousand eight hundred and five, and made between the said *Philip* now Earl of *Hardwicke* of the First Part, and the said *Philip* Lord Viscount *Royston* of the Second Part, and the said *Charles Yorke* of the Third Part, the Tythes of Grain and Sheaf and Hay arising within the aforesaid Manor of *Hardwicke*, with the Toft of the late Tythe Barn there, and the Soil and Ground whereon it stood, and also within *Colethropp* in the Parish of *Standish* in the said County of *Gloucester*, and all Tythes of Grain, Sheaf, and Hay, as well of the Scite of the Manor of *Rudge* in the said County of *Gloucester*, as also of all the customary Tenants of the same Scite, all
which

which Tythes and Premises were in and by a certain Indenture of Lease bearing Date on or about the Twenty-seventh Day of *December* One thousand seven hundred and ninety, demised by the then Lord Bishop of *Gloucester* to the said *Philip* now Earl of *Hardwicke* during the natural Lives of him the said *Philip* now Earl of *Hardwicke*, *John Vernon* the younger, Gentleman, and the said *Philip* Lord Viscount *Royston*, were conveyed unto and to the Use of the said *Charles Yorke*, his Heirs and Assigns, for the Lives of the Persons named as *cestui que vies* in the same Indenture of Lease, subject to the Rents, Covenants, and Agreements therein contained, upon Trust, and for the Use of such Person and Persons, and for such Estate or Estates, and upon such Trusts, and to and for such Intents and Purposes as the said *Philip* now Earl of *Hardwicke* and the said *Philip* Lord Viscount *Royston* should by any Deed or Deeds by them sealed and delivered in the Presence of and attested by Two or more credible Witnesses, direct, limit, or appoint; with Remainder upon Trust for the said *Philip* now Earl of *Hardwicke* and his Assigns for his Life; with Remainder upon Trust for such Uses and for such Intents and Purposes as the said *Philip* Lord Viscount *Royston* should by Deed or Will direct, limit, or appoint; with Remainder in Trust for him the said *Philip* Lord Viscount *Royston* in Tail Male; with Remainder in Trust for the Second and other Sons of the said *Philip* now Earl of *Hardwicke* in Tail Male; with Remainder in Trust for the said *Charles Yorke* in Tail Male, with divers Remainders over: And whereas in the Month of *December* One thousand eight hundred and seven, all the said Freehold and Leasehold Estates in the County of *Gloucester* (except the Manor of *Hardwicke* and Three Acres Two Roods and Twelve Perches of Land in *Haresfield*, and a Cottage in *Haresfield* in the Occupation of *William Collin*, with a Close adjoining containing Four Acres One Rood and Eight Perches in the Occupation of *Richard Chamberlain*, and also except several Pieces of Wood Ground containing Eighty Acres or thereabouts) were by the Order of the said *Philip* now Earl of *Hardwicke* sold by Auction in Lots (exclusive of the Timber, Trees, Oak, Pollards, and Saplings down to Two Shillings and Sixpence *per* Stick inclusive) for divers Sums of Money, amounting to the Sum of Seventy-eight thousand three hundred and eighty-three Pounds; and the said Manor of *Hardwicke* and Cottage and Lands in *Haresfield* above excepted, were about the same Time, by the Order of the said *Philip* now Earl of *Hardwicke*, sold by private Contract (exclusive of Timber, Trees, Oak, Pollards, and Saplings as aforesaid) for several Sums, amounting to the Sum of One thousand and fifty Pounds, which said Sums of Seventy-eight thousand three hundred and eighty-three Pounds and One thousand and fifty Pounds make together the Sum of Seventy-nine thousand four hundred and thirty-three Pounds, and the several Purchasers signed separate Contracts for carrying their Purchases into Execution (except the Purchaser of the said Manor of *Hardwicke* and the Purchaser of a Cottage and Garden comprised in Lot Thirty-four, mentioned in the Schedule to this Act); all which Purchases were to be completed on the Sixth Day of *April* One thousand eight hundred and eight; and by all the said Contracts (except the Contract for the Sale of Lot Sixteen) in the Second Day's Sale, it was stipulated that all Timber, Trees, Oak, Pollards, and Saplings down to Two Shillings and Sixpence *per* Stick inclusive, should be taken by the Purchasers at a Valuation to be made by Two Persons, one to be chosen by each Party or by their Umpire in the usual Manner, and the Amount thereof should be paid at the Time

Part of the
Estates sold
in December
1807.

fixed for Payment of the Purchase Money; and since making the said Contracts it hath been agreed between the said *Philip* now Earl of *Hardwicke* and Three of the said Purchasers, that Parts of their Purchase Monies, such Parts amounting in the whole to Twenty-four thousand Pounds, should be left upon the Security of the Premises sold for the Term of Three Years, and since the making the said Contracts for Sale, the Timber, Trees, Oak, Pollards, and Saplings on each of the said Lots so sold as aforesaid down to Two Shillings and Sixpence *per* Stick inclusive (except in respect of Lot Sixteen in the Second Day's Sale) have been valued agreeably to the Stipulations aforesaid, at several Sums of Money amounting together to the Sum of Three thousand three hundred and fifty-five Pounds Sixteen Shillings, exclusive of the Timber upon Lots Five and Ten in the First Day's Sale, which has been valued by a Person solely appointed by the said *Philip* now Earl of *Hardwicke* at the Sum of One hundred and thirteen Pounds One Shilling and Eight-pence, making with the said Sum of Three thousand three hundred and fifty-five Pounds Sixteen Shillings the Sum of Three thousand four hundred and sixty-eight Pounds Seventeen Shillings and Eight-pence, which Sum being added to the aforesaid Sum of Seventy-nine thousand four hundred and thirty-three Pounds makes the Sum of Eighty-two thousand nine hundred and one Pounds Seventeen Shillings and Eight-pence; and a Particular of the said Estates so contracted to be sold as aforesaid, and of the Price of each Lot, and of the Amount of the Valuation so made as aforesaid of the Timber, Trees, Oak, Pollards, and Saplings down to Two Shillings and Sixpence *per* Stick inclusive on each Lot (except Lot Sixteen in the Second Day's Sale) is contained in the Schedule to this Act: And whereas the said Sales were made with a View to invest the Purchase Monies in other Estates situate in the Neighbourhood of the Residence of the said *Philip* now Earl of *Hardwicke* called *Wimpole* in the County of *Cambridge* or in some Part of the said County of *Cambridge*: And whereas the said *Philip* Lord Viscount *Royston* died very lately a Bachelor without having joined with his Father the said *Philip* now Earl of *Hardwicke* in executing the joint Power of Appointment reserved to them in respect of the said Estates in the County of *Gloucester*, and without having executed the sole Power of Appointment reserved to him the said *Philip* Lord Viscount *Royston* in respect of the same Estates as aforesaid, whereby the same Estates now stand settled and limited under the Uses and Trusts aforesaid, (subject to the aforesaid Jointure to the said *Elizabeth* Countess of *Hardwicke*, and to the aforesaid Portions for younger Children, and the said Term of One thousand five hundred Years for securing such Jointure and Portions) to or upon the said *Philip* now Earl of *Hardwicke* for Life, with Remainder to a Trustee to preserve contingent Remainders; with Remainder to the Right Honourable *Charles James* Lord Viscount *Royston*, the now only Son of the said *Philip* now Earl of *Hardwicke* in Tail Male; with Remainder to the Second and other Sons of the said *Philip* now Earl of *Hardwicke* in Tail Male; with Remainder to the said *Charles Yorke* in Tail Male, with several Remainders over; And whereas the said *Philip* now Earl of *Hardwicke* intermarried with the Right Honourable Lady *Elizabeth Lindsay* on or about the Twenty-fourth Day of *July* One thousand seven hundred and eighty-two, and hath Issue by her now surviving One Son the said *Charles James* commonly called Lord Viscount *Royston*, an Infant of the Age of Eleven Years or thereabouts, and the said *Philip* now Earl of *Hardwicke* hath no other Issue Male, but he hath Four Daughters

Object of the Sale to purchase other Estates.

Death of Lord *Royston* a Bachelor without making any Appointment.

Present Lord *Royston* a Minor.

Daughters by his said Countess, namely, the Right Honourable *Anne* commonly called Lady Viscountess *Pollington*, the Wife of the Right Honourable *John Savile* commonly called Lord Viscount *Pollington*, and the Right Honourable Lady *Catherine Freeman Yorke*, who have attained their several Ages of Twenty-one Years, and the Right Honourable Lady *Elizabeth Margaret Yorke*, and the Right Honourable Lady *Caroline Harriot Yorke*, who are both Infants: And whereas the Prices for which the Whole of the said Estates in the County of *Gloucester* have been so contracted to be sold as aforesaid are very advantageous, and it would be greatly for the Benefit of the said *Philip* now Earl of *Hardwicke*, the Tenant for Life of the same Estates, and the Persons claiming in Remainder, and he the said *Philip* now Earl of *Hardwicke* and the said *Elizabeth* Countess of *Hardwicke* his Wife, and the said *Charles Yorke*, are therefore desirous that the aforesaid Contracts of Sale should be carried into Execution, and also that the said Pieces of Wood Ground which remain unsold should be sold, and that the clear Purchase Monies, together with the Monies to be produced from the Sale of the Timber upon Lot Sixteen on the Second Day's Sale, should be invested under the Direction of the High Court of Chancery in the Purchase of other Estates, to be settled to the subsisting Uses of the said Estates in the County of *Gloucester*; but, by reason of the Infancy of the said *Charles James* Lord Viscount *Royston* the only Son of the said *Philip* now Earl of *Hardwicke*, and the Infancy of the said Lady *Elizabeth Margaret Yorke* and Lady *Caroline Harriot Yorke*, the said Desire cannot be effected without the Aid and Authority of Parliament; wherefore Your Majesty's most dutiful and loyal Subjects, the said *Philip* now Earl of *Hardwicke* and *Elizabeth* Countess of *Hardwicke* his Wife, for and on Behalf of themselves and their said Infant Children, and also the said *Charles Yorke*, and the said *John Savile* Lord Viscount *Pollington*, and *Anne* Lady Viscountess *Pollington* his Wife, and the said Lady *Catherine Freeman Yorke*, 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, of the United Kingdom of *Great Britain* and *Ireland*, in this present Parliament assembled, and by the Authority of the same, That, from and immediately after the passing of this Act, all those the Manors of *Hardwicke* and *Haresfield* in the County of *Gloucester*, with their Rights, Royalties, Members, and Appurtenances, and also all that the impropriate Rectory of *Haresfield* and the Advowson of the Vicarage of the Church of *Haresfield* in the said County of *Gloucester*, and also all and singular the Messuages, Farms, Lands, Tenements, Tythes, and Hereditaments in the Parishes of *Hardwicke*, *Haresfield*, and *Standish*, and in the Manor of *Rudge* in the said County of *Gloucester*, particularly mentioned and described in the said Schedule to this Act, with their and every of their Rights, Members, and Appurtenances, shall be vested in and settled upon, and the same are hereby from henceforth vested in and settled upon the said *Charles Yorke* now of *Bonnington's* in the County of *Hertford*, and *Christopher Pemberton* of *Cambridge* in the County of *Cambridge* Esquire, and their Heirs for ever, as to so many and such Part or Parts thereof as are or is Freehold of Inheritance in Fee Simple; to the only proper Use and Behoof of them the said *Charles Yorke* and *Christopher Pemberton* and their Heirs and Assigns for ever, and as to so many and such Part or Parts thereof as are or is Leasehold for Lives, to the Use of them the said *Charles Yorke* and

Other Children of present Lord and Lady *Hardwicke*, all Daughters.

Estates vested in Trustees.

Christopher Pemberton and their Heirs and Assigns for and during the Lives of the aforesaid *cestui que vies*, named in the aforesaid Indenture of Lease of the Twenty-seventh Day of *December* One thousand seven hundred and ninety, subject to the Rents, Covenants, and Agreements in the same Indenture of Lease reserved and contained; and as to the whole of the same Manors and other Hereditaments, as well Freehold of Inheritance in Fee Simple as Leasehold for Lives, freed and discharged of and from all and singular the Uses, Trusts, Powers, Provisoes, Declarations, and Agreements in the said several herein-before mentioned or recited Will, Codicil, and Indentures, limited, expressed, and declared of and concerning the same, but nevertheless upon the Trusts and for the Ends, Intents, and Purposes herein-after mentioned and declared; that is to say, as to, for, and concerning such of the aforesaid Manors and other Hereditaments comprized in the said Contracts of Sale, no Part of which Purchase Money hath been required to be left on Mortgage as aforesaid, upon Trust that they the said *Charles Yorke* and *Christopher Pemberton* or the Survivor of them or his Heirs do and shall as soon as conveniently may be, upon Payment by the respective Purchasers of the same Hereditaments of the whole of their respective Purchase Monies into the Bank of *England* as herein-after is mentioned, convey and assure such Parts of the Manors, Advowson, Messuages, Farms, Lands, Tythes, Tenements, and Hereditaments, as are comprized in the said respective Contracts thereof, unto and to the Use of the respective Purchasers thereof, and his, her, or their respective Heirs and Assigns for ever, or for Lives, as the case may be, or to such Uses, and for such Ends, Intents, and Purposes as he, she, or they shall direct or appoint; and as, to, for, and concerning such of the aforesaid Manors and other Hereditaments comprized in the aforesaid Contracts of Sale, Part of whose Purchase Money hath been required to be left on Mortgage as aforesaid, upon Trust that they the said *Charles Yorke* and *Christopher Pemberton* or the Survivor of them or his Heirs, do and shall as soon as conveniently may be, upon Payment by the respective Purchasers of the same Hereditaments, of the Residue of their respective Purchase Monies into the Bank as herein-after is mentioned, convey and assure the Parts of the said Manors and other Hereditaments comprized in the said last-mentioned Contracts respectively, to the Use of themselves the said *Charles Yorke* and *Christopher Pemberton*, their Executors, Administrators, and Assigns for the Term of One thousand Years, subject to a Proviso for Redemption on Payment into the Bank, on some Day not exceeding Three Years from the Sixth Day of *April* One thousand eight hundred and eight, of the Principal of the Monies so required to remain on Security as aforesaid; and also on Payment unto the said *Charles Yorke* and *Christopher Pemberton*, their Heirs, Executors, Administrators, and Assigns, of Interest in the mean Time after the Rate of Five Pounds *per Centum per Annum*, upon the Principal Money so to be secured by Half-yearly Payments, in Trust to be paid by them the same Trustees respectively into the Bank as herein-after also is mentioned, and from and after the Expiration of the said Term of Years so to be limited as aforesaid, to the Use of the respective Purchasers of the said Hereditaments comprized in the said last-mentioned Contracts, and his, her, or their respective Heirs and Assigns for ever or for Lives, as the Case may be, or to such Uses, and for such Ends, Intents, and Purposes, as he, she, or they shall direct or appoint; and as to, for, and concerning the said several Pieces or Parcels of Wood Ground containing Eighty Acres or thereabouts, which have not been contracted

contracted to be sold as aforesaid, and also as to the said Timber upon Lot Sixteen on the Second Day's Sale; and in case it shall be found impracticable to carry into Execution any of the aforesaid Contracts of Sale, then as to, for, and concerning so many and such of the said Hereditaments hereby vested and settled as aforesaid, as are comprised in such of the said Contracts as it shall be so found impracticable to carry into Execution, upon Trust that they the said *Charles Yorke* and *Christopher Pemberton*, and the Survivor of them and his Heirs, do and shall with all convenient Speed of their or his own Authority, sell and dispose of the said Pieces or Parcels of Wood, Ground, Timber, and other Hereditaments which have not been so contracted to be sold as aforesaid, or which it shall be found impracticable to sell under any of the said Contracts as aforesaid, unto any Person or Persons whomsoever for the best Price or Prices that can be got for the same, either together or in Parcels, and either by Public Sale or Private Contract, and do and shall upon Payment into the Bank as herein-after mentioned of the respective Purchase Monies of the Hereditaments which shall be so sold as last aforesaid, convey and assure the respective Hereditaments so sold unto and to the Use of the respective Purchasers thereof, and his, her, or their respective Heirs and Assigns for ever, or to such Uses, and for such Ends, Intents, and Purposes as he, she, or they shall direct or appoint.

Provision for Failure of Contracts.

II. And be it further enacted, That all and every the Sum and Sums of Money which shall arise from any Sale or Sales made, and the principal Money which shall arise from any Mortgage or Mortgages taken in pursuance of this Act, shall be paid by the Person or Persons to whom such Sale or Sales shall be made, or the Person or Persons liable to pay off such Mortgage or Mortgages, and also that the Interest of the said Mortgages which shall be paid by the said *Charles Yorke* and *Christopher Pemberton*, their Executors, or Administrators, shall be by them respectively paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there *ex parte* the Purchasers of the settled Estates of the Right Honourable *Philip* Earl of *Hardwicke*, 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, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter the Twenty-fourth.

Purchase Monies to be paid into the Court of Chancery.

III. Provided always, and be it further enacted, That if any of the said Purchasers who have required a Sum of Money to be left on Mortgage of the Hereditaments by them respectively contracted to be purchased as aforesaid, or their respective Heirs or Assigns, shall be desirous of paying the whole or any Part of such respective Sums into the Bank prior to the Time of the Execution of the Conveyances herein-before authorized to be made to them as aforesaid, then and in such Case it shall and may be lawful to and for them the same Purchasers respectively, or their respective Heirs or Assigns, to make any such Payment or Payments accordingly, in the Name and with the Privity of the Accountant General, to the Account and for the Purposes herein-before directed respecting the other Monies provided to be paid into the Bank.

Provision for the Purchasers.

IV. And

Monies to be
invested in
purchase of
other Estates.

IV. And be it further enacted, That all the Monies which shall be paid into the Bank as aforesaid, after deducting such Costs, Charges, and Expences as herein-after mentioned, shall upon Petition to the said Court of Chancery in a summary Way by the said *Philip* now Earl of *Hardwicke*, or in case of his Decease by the Person or Persons who under the Limitations aforesaid would for the Time being (if this Act had not been made) be beneficially entitled in Possession to the said Hereditaments hereby made saleable if such Person or Persons shall be of full Age, but if such Person or Persons shall be under Age, then by his, her, or their Guardian or respective Guardians during his, her, or their Minority or respective Minorities, be laid out and invested in the Purchase or Purchases of other Manors, Messuages, Lands, Tythes, Tenements, or Hereditaments of Inheritance, situate in the Neighbourhood of *Wimpole* aforesaid, or in some Part of the said County of *Cambridge*, or which shall be convenient to be holden or enjoyed with the said settled Estates not herein-before directed to be sold as aforesaid, and as shall be approved of by the said Court, and from and immediately after the making of such Purchase or Purchases, the Manors, Messuages, Lands, Tenements, Tythes, and other Hereditaments so to be purchased, shall be conveyed, settled, and assured to, upon, and for such and so many of the Uses, Trusts, Intents, and Purposes, and under and subject to such and so many of the Provisoes, Limitations, and Restrictions in and by the said recited or mentioned Will and Codicil and Indentures, limited and declared of and concerning the said Manors and other Hereditaments hereby vested and settled as aforesaid, as shall be then subsisting and capable of taking Effect.

Until Purchases made
Monies to be
laid out in
Public
Securities.

V. And be it further enacted, That in the mean Time and until the Monies arising from such Sale or Sales as aforesaid, or from such Mortgage or Mortgages to be taken as aforesaid, and from the Interest thereof shall be invested in such Purchase or Purchases as aforesaid, the same shall from Time to Time be laid out by the said Accountant General under the Direction of the said Court of Chancery in the Purchase of Navy or Victualling Bills or Exchequer Bills, and the Interest arising from the Money so laid out in the said 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 Purchase of other Navy or Victualling Bills or Exchequer Bills, all which said Navy and Victualling Bills or Exchequer Bills shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases shall be found and approved (as before directed) and until the same shall upon a Petition setting forth such Approbation to be preferred to the said Court of Chancery in a summary Way by the said *Philip* now Earl of *Hardwicke*, or by or on the Behalf of the Person or Persons who for the Time being shall be beneficially entitled in Possession to the Rents and Profits of the Hereditaments so to be purchased as aforesaid, or if such Person or Persons shall be under Age, then by his or their Guardian or Guardians, be ordered to be sold by the Accountant General for the completing any such Purchase or Purchases, in such Manner as the said Court shall think just and meet; and if the Money arising by the Sale of such Navy or Victualling or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain after discharging

charging the Expence of the Application to the Court, shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased in case the same had been purchased pursuant to this Act, or to the Representatives of such Person or Persons.

VI. And be it further enacted, That it shall be lawful for the said Court of Chancery, and the said Court is hereby authorized from Time to Time to make such an Order as the said Court shall think fit, for taxing or settling all the Costs, Charges, and Expences already incurred in making the aforesaid Sales by Auction and Private Contract, including One Moiety of the Auction Duty which by the Conditions of Sale was to be paid by the Vendor, and also all Costs, Charges, and Expences which shall have been incurred preparatory to and in applying for and obtaining and passing this Act, and in making the several Applications to the said Court in pursuance thereof, and in making and completing the Sales of the Hereditaments hereby made saleable, and in investing the clear surplus 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 in carrying the Trusts and Purposes of this Act into complete Execution, and also from Time to Time to make an Order for Payment of all such Costs, Charges, and Expences as aforesaid out of the Monies which shall be so paid into the Bank as aforesaid, or out of the Monies arising by Sale of the Navy or Victualling or Exchequer Bills so to be purchased as aforesaid.

Expences of Sale to be settled by the Court of Chancery.

VII. And be it further enacted, That the Certificate or Certificates of the Accountant General of the said Court of Chancery under his Hand, together with the Receipt or Receipts of the Cashier of the Bank of *England* to be thereto annexed and therewith filed in the Register Office of the said Court of Chancery, shall from Time to Time and at all Times be a good and sufficient Discharge to such Purchaser or Purchasers of the said Manors and other Hereditaments hereby made saleable as aforesaid, or any Part or Parts thereof, and to the Person or Persons paying off the Principal of any Mortgage or Mortgages to be taken under the Authority of this Act as aforesaid, and to his, her, or their Heirs, Executors, Administrators, and Assigns respectively, for so much of the said Purchase or Mortgage Money for which such Certificate or Certificates, and Receipt or Receipts shall be so given; and such Purchaser or Purchasers, and the Person or Persons paying off such Mortgage or Mortgages, and his, her, or their Heirs, Executors, Administrators, and Assigns, shall be and are and is hereby absolutely and for ever freed, acquitted, and discharged of and from the same; and he, she, or they, or any of them, after such Certificate or Certificates and Receipt or Receipts shall be so filed, shall not be answerable or accountable for any Loss, Mis-application, or Non-application of the said Purchase Money or any Part thereof; and the Receipt and Receipts of the said *Charles Yorke* and *Christopher Pemberton*, and their Executors or Administrators, shall be a good and sufficient Discharge to the Persons paying the Interest of the Mortgages aforesaid, pursuant to the Directions herein-before contained.

Certificate of Accountant General and Receipt of Cashier of the Bank, to be a sufficient Discharge.

VIII. And be it further enacted, That in the mean Time and until such Sale or Sales shall be completed or made as aforesaid of the said Manors and other Hereditaments hereby vested and settled as aforesaid, they the said *Charles Yorke* and *Christopher Pemberton* or the Survivor of them, or

Rents (until Completion of Sales) by whom to be received.

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the Heirs or Assigns of such Survivor, shall permit and suffer the Rents and Profits thereof to be had, received, and taken by such Person or Persons as would respectively have been entitled thereto, and ought to have received the same in case this Act had not been made.

Residue of Lord Hardwicke's settled Estates to remain subject to Lady Hardwicke's Jointure.

IX. Provided always, and be it further enacted, That notwithstanding Part of the Manors, Lands, and other Hereditaments originally subjected to the said Annuity or yearly Rent Charge of One thousand two hundred Pounds to the said *Elizabeth* Countess of *Hardwicke* for her Jointure as aforesaid, is by the Operation of this Act freed and discharged of and from the same Annuity or Rent Charge, and all Powers, Authorities, and Remedies for compelling the Payment thereof; yet nevertheless the said Annuity or yearly Rent Charge shall be and remain and continue to be issuing and payable out of the Residue of the Manors, Lands, Tenements, and Hereditaments originally charged therewith, and not hereby vested in Trust to be sold as aforesaid, with all Powers, Authorities, and Remedies for recovering and compelling Payment of the same from and out of such Residue of the same Manors, Lands, Tenements, and other Hereditaments, in such and the same Manner as if the said Residue of the said Manors, Lands, Tenements, and other Hereditaments had been originally the only Premises subject to the Payment of the same Annuity or yearly Rent Charge.

General Saving.

X. Saving always unto the King's most Excellent Majesty, and His Heirs and Successors, and to all and every other Person and Persons whomsoever, his, her, and their Heirs, Successors, Executors, and Administrators (other than and except the said *Philip* now Earl of *Hardwicke* and his Heirs and Assigns, and the said *Elizabeth* Countess of *Hardwicke* and her Assigns, and the said *Charles James* now Lord Viscount *Royston* and the Heirs Male of his Body, and the Second and other Son and Sons of the said *Philip* now Earl of *Hardwicke*, and the Heirs Male of the Body and respective Bodies of all and every such Second and other Sons, and the said *John* Lord Viscount *Pollington* and *Anne* Lady Viscountess *Pollington* his Wife, *Lady Catherine Freeman*, *Lady Elizabeth Margaret*, and *Lady Caroline Harriot Yorke*, and their several and respective Executors, Administrators, and Assigns, and the said *Charles Yorke* and the Heirs Male of his Body, and all and every other Person and Persons whomsoever having or lawfully claiming, or hereafter to have or lawfully claim any Estate, Right, Title, or Interest in his, her, or their own Right, or as Trustee or Trustees under or by virtue of the Will, Codicil, or Indentures, or Recovery herein-before recited or mentioned, or any of them, of, in, to, or out of the said Manors, Messuages, Farms, Lands, Tenements, Rectory, Advowson, Tythes, and other Hereditaments herein-before vested and settled as aforesaid), all such Estates, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Manors, Messuages, Farms, Lands, Tenements, Rectory, Advowson, Tythes, and other Hereditaments herein-before vested and settled as aforesaid, or any Part or Parcel thereof, as they, every, or any of them had before the passing of this Act, or could or might have, claim, challenge, or enjoy in case this Act had not been made.

Act to be printed by the King's Printer.

XI. 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 to which the foregoing Act refers.

GLOUCESTERSHIRE.

LOTS.		Parishes.	Premises.	A. R. P.	Purchasers.	Price.	Total of each Contract.
1st Day's Sale.	2d Day's Sale.						
15	-	In Hardwicke In Haresfield	Messuage, Buildings, and - - - -	12 2 32 94 2 17	Daniel John Niblett, Esq.	£ 6,500	£
16	-	In Haresfield	Messuage, Buildings, and	76 0 35	Same	5,400	} 12,620
23	-	In Ditto	Cottage and	2 3 3	Same	300	
24	-	In Ditto	- - - -	4 2 0	Same	420	} 2,680
1	-	In Hardwicke	- - - -	8 3 18	Same	305	
2	-	In Ditto	- - - -	4 3 31	Same	140	
5	-	In Ditto	- - - -	5 0 3	Same	320	
6	-	In Ditto	- - - -	4 3 0	Same	310	
7	-	In Ditto	- - - -	3 3 32	Same	250	
9	-	In Ditto	- - - -	8 0 25	Same	430	
10	-	In Ditto	- - - -	4 1 34	Same	210	
11	-	In Ditto	- - - -	4 3 28	Same	215	
12	-	In Ditto	- - - -	9 2 15	Same	500	
13	-	In Haresfield	Messuage, Buildings, and	85 1 30	Same	6,100	} 16,750
15	-	The Tythes of Corn and Hay arising from 2,312 Acres of Land in Hardwicke Coldthorp, and in the Manor of Rudge, with the Scite of the Tythe Barn Leasehold, for Three Lives under the See of Gloucester		2,312	Same	4,950	
16	-	The Manor of Haresfield, with the Right in the Soil of the Commons and Wastes, containing about 200 Acres, with the Chief Rents, amounting to £ 3 3s. 1d. per Annum		-	Same	550	
17	-	The Improprate Tythes of Corn and Hay arising from 768 Acres of Land by Estimation in Haresfield		-	Same	3,650	} 2,535
18	-	The Advowson of the Vicarage of Haresfield, with a House, Buildings, and 26 Acres and an Half of Glebe Land		-	Same	880	
19	-	In Haresfield	- - - -	6 1 30	Same	370	
20	-	In Ditto	- - - -	6 2 30	Same	250	
21	-	In Ditto	A Cottage and	0 3 20	Same	150	
22	-	In Ditto	A Cottage and	6 2 5	Same	620	
23	-	In Ditto	- - - -	7 0 20	Same	320	
24	-	In Ditto	- - - -	12 1 6	Same	480	
25	-	In Ditto	- - - -	4 2 36	Same	270	
26	-	In Ditto	- - - -	4 3 39	Same	260	
27	-	In Ditto	- - - -	3 2 6	Same	150	
29	-	In Ditto	A Cottage and	0 0 12	Same	100	
30	-	In Ditto	A Cottage and	0 0 12	Same	75	
33	-	In Ditto	A Cottage and Garden	- - -	Same	110	
Carried forward						- -	34,585

LOTS.		Parishes.	Premises.	A. R. P.	Purchasers.	Price.	Total of each Contract.	
1st Day's Sale.	2d Day's Sale.							
						£	£	
	28	In Haresfield	- - -	3 2 12	Brought forward -	- -	34,585	
		In Ditto	A Cottage and Close adjoining, containing -	4 1 8	Same by Private Contract	- -	150	
			Not in the Particulars.		{ Same also by Private Contract }	- -	550	
1	-	In Hardwicke	- - -	3 1 24	Mr John Philpotts, jun.	88	} 193	
2	-	In Ditto	- - -	3 3 17	Same -	105		
3	-	In Ditto	A Messuage, Buildings, and	5 1 20	Mr. Joseph Grazebrook	210	} 3,310	
12	-	In Ditto	A Messuage, Buildings, and	58 3 35	Same -	3,100		
4	-	In Ditto	- - -	16 0 33	Mr. Thomas Croome	510	510	
5	-	In Ditto	- - -	4 3 12	Mr John Hawkes	165	165	
6	-	In Ditto	- - -	11 1 31	Mr. John Philpotts, sen.	420	} 4,760	
9	-	In Ditto	A Messuage, Buildings, and	73 2 15	Same -	3,620		
13	-	In Ditto	- - -	21 2 9	Same -	720		
			The Quantity of Lot 13 is to be measured and paid for, according to the Quantity, at the Average Price per Acre for which the Land sold.					
	32	In Haresfield	A Cottage and	0 1 0	Same -	150	150	
7	-	In Ditto	- - -	5 0 0	Mr. Nathaniel Hawkins	205	} 6,860	
11	-	In Ditto	A Messuage, Buildings, and	116 3 32	Same -	6,400		
20	-	In Ditto	- - -	7 3 15	Same -	255		
8	-	In Ditto	A Messuage, Buildings, and	121 1 1	Mr. Richard Martin	4,960	4,960	
10	-	In Ditto	A Cottage, Buildings, and	4 3 17	Mr. John Priddy	630	630	
14	-	In Ditto	The Mansion-house and	195 1 7	} William Parker, Esq.	18,600	18,600	
		In Ditto	- - -	107 3 27				
	14	The Manor of Hardwicke with Chief Rents amounting to £.2 10s. 7d. per Annum		- -	Same by Private Contract	350	350	
					(No written Contract has been signed for this last Lot.)			
17	-	In Haresfield	- - -	11 2 39	Samuel Lysons, Esq.	620	} 790	
22	-	In Ditto	Cottage and	1 1 28	Same -	170		
18	-	In Ditto	- - -	10 1 35	Mr. James Fielder Croome	410	410	
	34	In Ditto	Cottage and Garden	- -	Same -	100	100	
					(No Contract has been signed for this last Lot)			
19	-	In Hardwicke	Cottage and	0 3 12	Mr. Thomas Spire	155	155	
21	-	In Ditto	- - -	18 3 11	Mr. Henry Eycott	960	960	
	3	In Ditto	A Cottage and	0 2 0	Mr. Charles Sommers	100	100	
	4	In Ditto	- - -	11 0 3	Mr. Beavan Smith	780	} 1,145	
	8	In Ditto	- - -	6 0 0	Same -	365		
		All the Land in Haresfield was sold as free from Tythe of Corn and Hay.						79,433

Christopher Pemberton.

William Cuffance.

TIMBER VALUATION.

The Timber, by the Conditions of Sale, was to be paid for by the Purchasers at a Valuation to be made subsequent to the Sale, which Valuation hath been since made, and is as follows:

	£	s.	d.
Upon the Lots purchased by Daniel John Niblett, Esq.	1,269	12	3
Upon the Lot purchased by William Parker, Esq.	560	0	0
Upon the Lot purchased by Mr. Richard Martin	85	0	0
Upon the Lots purchased by Mr. Nathaniel Hawkins	280	0	0
Upon the Lot purchased by Mr. Thomas Spire	35	0	0
Upon the Lots purchased by Mr. John Philpotts, senior	369	3	6
Upon the Lots purchased by Mr. John Philpotts, junior	122	9	7
Upon the Lots purchased by Mr. Joseph Grazebrook	409	6	0
Upon the Lots purchased by Samuel Lyfons, Esq.	3	19	9
Upon the Lots purchased by Mr. Beavan Smith	100	0	0
Upon the Lot purchased by Mr. Thomas Croome	121	4	11
	<hr/>		
	3,355	16	0
Upon the Lot purchased by Mr. John Hawkes	£57	3	0
Upon the Lot purchased by Mr. John Priddy	55	18	8
	<hr/>		
	113	1	8
	<hr/>		
	3,468	17	8

N. B. The Valuation of the Timber upon the Lots sold to Mr. John Hawkes and Mr. John Priddy, was made by the Agent of the Vendors, no Person having met him on the part of the Purchasers, one of whom has since objected to the Valuation.

William Cuffance.

RENTAL.

ANNUAL GROSS RENTAL of the above ESTATES in the Parishes of HARDWICKE and HARESFIELD, at the Time they were sold.

TENANTS.	RENT.	
	£ s. d.	£ s. d.
IN HARDWICKE.		
Richard Martin	635 13 0	
John Beach	325 0 0	
Nathaniel Hawkins	270 0 0	
Thomas Gingell	173 15 0	
Daniel Jenkins	167 15 0	
Mary Fewter	16 0 0	
William Rowles	8 10 0	
Daniel Fryer	13 10 0	
Thomas Slayne	5 5 0	
Thomas Marston	2 2 0	
	<hr/>	
Chief Rents payable to the Manor of Hardwicke	- - -	1,617 10 0
		2 10 7
	<hr/>	
Carried over	- - -	1,620 0 7

TENANTS.		RENT.					
		£. s. d.			£ s. d.		
Brought forward		-	-	-	1,620	0	7
IN HARESFIELD.							
Richard Chamberlain	-	160	10	0			
Samuel Martin's Executors	-	30	1	0			
George Stroud	-	2	5	0			
Thomas Spire	-	1	10	0			
Thomas Harper	-	1	0	0			
Widow Moody	-	0	14	0			
Thomas Kent	-	1	10	0			
Daniel Short	-	2	0	0			
Joseph Holdridge	-	2	0	0			
James Hyett	-	2	0	0			
Chief Rents payable to the Manor of Haresfield		-	-	-	203	10	0
					3	3	1
Gross Rent		-	-	-	1,826	13	8
ANNUAL OUTGOINGS.							
Land Tax in Hardwicke and Haresfield	-	114	1	8			
Rent Charge to Daniel John Niblett, Esq.	-	10	0	0			
Fee Farm Rent to the Crown, issuing out of the Tythes of Haresfield	-	10	0	10			
Reserved Rent to the Bishop of Gloucester for the Tythes of Hardwicke, communibus annis	£ 12 16 4						
Land Tax payable for these Tythes	8 17 0						
		21	13	4			
Clear Rent		-	-	-	155	15	10
					1,670	17	10

Christopher Pemberton.

AN ACCOUNT of the WOOD GROUND remaining unfold.

IN HARESFIELD.		A. R. P.			A. R. P.		
Broadbeech Wood	-	66	1	21			
Hollidays Wood	-	9	1	27			
Lady's Acre	-	1	2	10			
The Cliff	-	2	0	22			
					79	2	0

William Cuffance.

The Remainder of the Estates not directed to be sold by virtue of this Act, and upon which the Jointure of One thousand and two hundred Pounds a Year for the Countess of Hardwicke, and the Portions of Fifteen thousand Pounds for younger Children, charged by the said Indenture of the Twenty-sixth Day of August One thousand seven hundred and ninety, is of the annual Value of Six thousand Pounds and upwards.

Christopher Pemberton.