



ANNO QUADRAGESIMO NONO

# GEORGII III. REGIS.

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## Cap. 178.

An Act for vesting certain detached Parts of the Estates devised or limited to strict Uses by the Will of the Right Honourable *William* late Lord *Craven* deceased, and situate in the County of *Gloucester*, in Trustees to be sold, and for applying Part of the Monies arising from the Sale thereof in discharge of an Incumbrance subsisting thereon, and for laying out the Residue of such Monies in the Purchase of other Estates, to be settled to the same Uses.

[15th June 1809.]

**W**HEREAS the Right Honourable *William* late Lord *Craven* Baron *Craven* of *Hampstead Marshall* in the County of *Berks*, being at the Time of the Date and Execution of his Will herein-after mentioned, and also at the Time of his Decease seized of or otherwise well entitled to the Manors of *Washbourne* otherwise *Great Washbourne*, *Purton*, *Elmbridge*, *Tredington*, *Withybridge*, *Mythe*, *Mithecok*, *Ellkstone* otherwise *Elstone*, *Gatherington*, *Pamington*, and *Prestbury*, in the County of *Gloucester*, and divers Messuages, Farms, Lands, Tenements, Tythes, and other Hereditaments situate in the same County, (subject to the Mortgage then subsisting on certain Parts thereof and herein-after mentioned), made and published his last Will and Testament, bearing Date the Ninth Day of *December* One thousand seven hundred and eighty-five, and by him executed in such Manner as by Law is prescribed for rendering

Will of Lord Craven.

[Loc. & Per.]

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dering valid the Devises of real Estates, whereby he devised to the Right Honourable *Willoughby* then Earl of *Abingdon*, and the Reverend *William Sandys* of *Saint Minver*, in the County of *Cornwall* Clerk, and their Heirs, all his Manors, Rectories, Advowsons, Lands, and Hereditaments in the County of *Gloucester*, but subject to the Mortgage for Ten thousand Pounds on Part thereof, to the Right Honourable *Thomas* then late Lord *Middleton*, (and which Sum of Ten thousand Pounds is therein mentioned to be then due to the Executrix of him the said *Thomas* Lord *Middleton*), to the several Uses and upon the several Trusts following; (that is to say), to the Use, Intent, and Purpose that his the Testator's Son the Honourable *Richard Keppel Craven* might receive during his Life the several Annuities or yearly Rent Charges therein and herein-after mentioned; (that is to say), until he should attain the Age of Twelve Years an Annuity or yearly Rent Charge of One hundred Pounds, and from and after the Age of Twelve Years to the Age of Seventeen Years, One hundred and fifty Pounds a Year, and from the Age of Seventeen Years to the Age of Twenty-one Years Two hundred Pounds a Year, and from and after he should attain the Age of Twenty-one Years an Annuity or yearly Rent Charge of Three hundred Pounds during his Life, such several yearly Sums to be paid half-yearly at the Times and in the Manner therein mentioned, and with such Powers and Authorities for enabling him the said *Richard Keppel Craven* and his Assigns and his Guardians, during his Minority to recover and obtain Payment of all Arrears of the said several Annuities or yearly Sums as are therein respectively contained, and subject as aforesaid to the Use of the Right Honourable *Frederick Augustus* Earl of *Berkeley*, *Heneage* Earl of *Aylesford*, *Philip* Lord Viscount *Wenman* and *John Walker Heneage*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, to be computed from his the Testator's Decease, upon Trust by the Ways and Means therein mentioned, for better securing unto the said *Richard Keppel Craven*, his Guardians and Assigns, the due Payment of the said several Annuities or yearly Sums during his Life, and subject thereto, to the Use of his the Testator's Second Son the Honourable *Henry Augustus Berkeley Craven*, for and during the Term of his natural Life without Impeachment of or for any Manner of Waste, and with such Powers of leasing, jointuring, and charging Portions for Younger Children as are therein contained, with Remainder to the Use of the said *Willoughby* Earl of *Abingdon* and *William Sandys* and their Heirs during his Life, upon Trust to support the contingent Remainders therein-after limited, with Remainder to the Use of the first and of all and every other the Son and Sons of the Body of the said *Henry Augustus Berkeley Craven* severally and successively in Tail Male, with Remainder to the Use of his the said Testator's Third Son the said *Richard Keppel Craven* and his Assigns during the Term of his natural Life, without Impeachment of or for any Manner of Waste, in like strict Settlement, and with the like Powers of leasing, jointuring, and charging Portions for younger Children, with Remainder to the Use of the First and of all and every other the Son and Sons of the Body of him the said *Richard Keppel Craven* successively in Tail Male, and for Default of such Issue to the Use of his the said Testator's own Right Heirs for ever; provided always, and the said Testator declared, that the Life Estate, Powers, and Limitations therein-before by him devised and limited to his said Son *Henry Augustus Berkeley Craven* and his First



and other Sons and the Heirs Male of their respective Bodies successively, of and in his Manors and Hereditaments in the County of *Gloucester*, should be subject to the Proviso or Condition therein-after contained; (that is to say), that in case his the said Testator's eldest Son *William Craven* (now the Right Honourable *William Earl of Craven*), should depart this Life without leaving One or more Son or Sons of his Body, or having such Son or Sons if he or they should die before the Age of Twenty-one Years, so that his said Son *Henry Augustus Berkeley Craven*, or any Son of his Body under the Age of Twenty-one Years should become his the said Testator's eldest Son, then and in such Case the Estate and Interest of his said Son *Henry Augustus Berkeley Craven*, and the Estate and Interest of his First and other Sons and the Heirs Male of their respective Bodies, of and in the said Manors and Hereditaments in the County of *Gloucester*, subject as aforesaid, should cease, determine, and be void, and thereupon the same Premises subject as aforesaid should immediately go to and vest in the said *Richard Keppel Craven*, or such Person and Persons as by virtue of his said Will would be entitled to the same Premises, in case his said Son *Henry Augustus Berkeley Craven* was actually dead without Issue and unmarried: And whereas the said Testator departed this Life on or about the Twenty-sixth Day of *September* One thousand seven hundred and ninety-one, without revoking or altering his said Will, and leaving the said *William Craven* (now *William Earl of Craven*) his eldest Son and Heir at Law, and the said *Henry Augustus Berkeley Craven*, and *Richard Keppel Craven*, his only younger Sons, all of whom have attained the Age of Twenty-one Years and are now living, and the said *Henry Augustus Berkeley Craven* and *Richard Keppel Craven* are both of them unmarried: And whereas the said *Philip Lord Wenman* died on or about the Fifth Day of *April* One thousand eight hundred: And whereas the said *John Walker Heneage* also died on or about the Seventh Day of *March* One thousand eight hundred and six; whereby the said *Frederick Augustus Earl of Berkeley* and *Heneage Earl of Aylesford* are become the surviving Trustees of the said Term of One hundred Years for better securing the several Annuities or yearly Sums herein-before mentioned to the said *Richard Keppel Craven*: And whereas under or by virtue of the Limitations contained in the said Will, the said *Henry Augustus Berkeley Craven* is now in the actual Possession of the several Manors and Hereditaments situate in the County of *Gloucester*, and so thereby devised or limited as aforesaid; but the said Manors of *Elmbridge*, *Elstone*, and *Prestbury*, and divers Messuages, Farms, Lands, Tenements, and Hereditaments, situate, lying or being within or near the same Manors respectively, and being Part of the said devised Estates, were at the Time of making the said Will at the Death of the said Testator, and still are subject to the Residue of a certain Term of One thousand Years thereof originally demised or granted to *Richard Bagot Esquire*, by Way of Mortgage for securing the Sum of Ten thousand Pounds and Interest for the same, by an Indenture bearing Date the Twenty-fourth Day of *May* One thousand seven hundred and seventy-five, and made between the said Testator of the One Part and the said *Richard Bagot* of the other Part: And whereas by an Indenture tripartite of Assignment bearing Date the Twenty-fifth Day of *May* One thousand seven hundred and seventy-eight, and made between the said *Richard Bagot* of the First Part, the said Testator *William Lord Craven* of the Second Part, and the

Indenture  
May 25, 1778.



the said *Thomas* late Lord *Middleton* of the Third Part, all and every the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments comprized in the said Mortgage Term of One thousand Years, were assigned and confirmed unto the said *Thomas* Lord *Middleton*, his Executors, Administrators and Assigns, for the then Residue of the same Term, by way of Mortgage for securing the Payment to him and them of the Sum of Ten thousand Pounds and Interest for the same, at the Times and in Manner therein mentioned, and which Sum of Ten thousand Pounds remained due to the Estate of the said *Thomas* Lord *Middleton* at the Time of making the before recited Will: And whereas by a certain other Indenture of Assignment bearing Date the Twenty-third Day of *February* One thousand eight hundred and nine, and made between the most Noble *Henry Pelham* Duke of *Newcastle* of the One Part, and *John Dent* and *John Wormold* both of *Temple-Bar London* Esquires, of the other Part, after reciting the said Indenture of Mortgage of the Twenty-fourth Day of *May* One thousand seven hundred and seventy-five, and also reciting that under and by virtue of divers mesne Assignments and Assurances good and valid in the Law, all and singular the said Manors, Messuages, Farms, Lands, Hereditaments and Premises mentioned and comprized in the said Indenture of Mortgage of the Twenty-fourth Day of *May* One thousand seven hundred and seventy-five, with their Appurtenances, and also the said Principal Sum of Ten thousand Pounds and the Interest thereof, then and thereafter to become due and payable for the same, were assigned and assured unto the said *Henry Pelham* Duke of *Newcastle*, his Executors, Administrators, and Assigns, to hold the said Manors and Hereditaments unto the said *Henry Pelham* Duke of *Newcastle*, his Executors, Administrators, and Assigns, for the Remainder of the said Term of One thousand Years, and to hold, receive, take, and enjoy the said Principal Sum of Ten thousand Pounds, and the Interest thereof and all other Securities for the same, unto the said *Henry Pelham* Duke of *Newcastle*, his Executors, Administrators, and Assigns, for his and their own Use and Benefit, subject nevertheless as to the said Manors and Hereditaments, to such Equity of Redemption as the same were then subject to, on Payment of the said Principal Sum of Ten thousand Pounds and Interest, under or by virtue of the before recited Indenture of the Twenty-fourth Day of *May* One thousand seven hundred and seventy-five; and also reciting that the Reversion of the said Hereditaments expectant on the Determination of the said Term of One thousand Years, and the Equity of Redemption thereof, were then vested in the said *Henry Augustus Berkeley Craven*, (therein called the Honourable *Berkeley Craven*), and that the said *Henry Pelham* Duke of *Newcastle* having required Payment of the said Sum of Ten thousand Pounds and Interest, and it not being convenient to the said *Henry Augustus Berkeley Craven*, (therein called *Berkeley Craven*), to discharge the same, he had requested the said *John Dent* and *John Wormold* to advance him the same, which they had agreed to do upon the Security therein-after contained; it was by the said Indenture witnessed, that in Consideration of the Premises and of the Sum of Ten thousand Pounds, paid to the said *Henry Pelham* Duke of *Newcastle* by the said *John Dent* and *John Wormold*, he the said *Henry Pelham* Duke of *Newcastle* did bargain, sell and assign unto the said *John Dent* and *John Wormold*, their Executors, Administrators and Assigns, all and every the said Manors, Messuages, or Tenements, Farms, Lands, Hereditaments and Premises mentioned and comprized, or referred to in  
and



and by the said Indenture of Mortgage, of the Twenty-fourth Day of *May* One thousand seven hundred and seventy-five, with their and every of their Rights, Members, and Appurtenances; and also the said Sum of Ten thousand Pounds so secured, and then so due and owing to him, the said *Henry Pelham* Duke of *Newcastle* as aforesaid, together with all Interest due for the same, and all Securities, Powers, and Remedies vested in him for the recovering, receiving, calling in, and compelling Payment of the same Sum of Ten thousand Pounds and Interest, or any Part thereof respectively, to hold the said Manors, Messuages, Farms, Lands, Tenements, Hereditaments, and all and singular other the Premises mentioned and comprized in the said Indenture of the Twenty-fourth Day of *May* One thousand seven hundred and seventy-five, and thereby assigned, with their Appurtenances, unto the said *John Dent* and *John Wormold*, their Executors, Administrators, and Assigns, from thenceforth for and during all the Residue of the said Term of One thousand Years created in and by the same last-mentioned Indenture, and to hold, receive, take and enjoy the said Sum of Ten thousand Pounds then due and owing and secured as aforesaid with Interest for the same, and all and every the Powers and Remedies for recovering and receiving the same unto the said *John Dent* and *John Wormold*, their Executors, Administrators, and Assigns, for their own proper Use and Benefit, subject nevertheless as to the said Manors, Messuages, Farms, Lands, and Hereditaments, to such or the like Equity of Redemption as the same Manors and Hereditaments were subject and liable to under or by virtue of the same last-mentioned Indenture, on Payment by the said *Henry Augustus Berkeley Craven* (therein called *Berkeley Craven*), or the Person or Persons for the Time being entitled to the Reversion of the said Premises expectant on the Determination of the said Term, to the said *John Dent* and *John Wormold* or either of them, their or either of their Executors, Administrators, or Assigns, of the Sum of Ten thousand Pounds, with Interest for the same, after the Rate and in the Manner mentioned, contained and declared in the said last-mentioned Indenture: And whereas the said Principal Sum or Mortgage Debt of Ten thousand Pounds now remains due and owing upon or by virtue of the said last-mentioned Assignment, but the said *John Dent* and *John Wormold* paid and advanced such Sum of Ten thousand Pounds, and accepted of the said Assignment at the particular Request and for the temporary Accommodation only of the said *Henry Augustus Berkeley Craven*, and on his Assurance that the same should be speedily paid off and discharged: And whereas the said *Henry Augustus Berkeley Craven* is accordingly desirous that the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments comprized in the said Term of One thousand Years should be exonerated from the said Mortgage Debt or Sum of Ten thousand Pounds so now remaining charged thereon as aforesaid; and in as much as certain detached or outlying Parts of the Messuages, Farms, Lands, Tenements, and Hereditaments, devised or limited by the said Will, and situate in the said County of *Gloucester*, may be now sold to great Advantage and without interfering with the most valuable and compact Parts of the Estates so devised or limited by the said Will as aforesaid, it would therefore be manifestly for the Benefit of the several Persons claiming and to claim under or by virtue of the before recited Will, if such detached Messuages, Farms, Lands, Tenements, and Hereditaments were sold and disposed of, and a sufficient Part of the Money to arise from such Sale applied in Payment of the said Mortgage Debt or Sum of Ten thousand Pounds, and the Residue

Description of  
Premises,

of such Money (after Payment of the Costs and Expences herein-after mentioned) laid out in a Purchase of other Lands, to be settled to the same Uses; but by reason of the strict Limitations contained in the said recited Will, the Purposes aforesaid cannot be effected without the Aid and Authority of Parliament; wherefore Your Majesty's most dutiful and loyal Subjects the said *Henry Augustus Berkeley Craven*, *Richard Keppel Craven*, and *William* now Earl of *Craven*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all that Messuage, Tenement, or Farm House, in the Occupation of *James Agg*, Esquire, his Undertenants or Assigns, with the Barns, Stables and other Buildings to the same belonging, situate, lying, and being in the Parishes of *Prestbury* and *Sevenhampton* in the said County of *Gloucester*, together with the several Closes, Inclosures, Pieces and Parcels of Arable Land, Meadow, and Pasture Ground to the said Messuage and Buildings belonging and now occupied therewith, lying and being in *Prestbury* and *Sevenhampton* aforesaid, containing together by Estimation Two hundred and eight Acres or thereabouts (be the same more or less), and now in the Occupation of the said *James Agg*, his Undertenants or Assigns, at the yearly Rent of Sixty Pounds; and also all that Stone Quarry lying open on *Prestbury Hill* in the said Parish of *Prestbury*, containing by Estimation One Acre and a Half or thereabouts (be the same more or less), and also all that Piece of Meadow Land being Part of a Piece of Meadow Land called *Lord's Mead*, situate, lying, and being in the Parish of *Prestbury* aforesaid, containing by Estimation Seven Acres and a Half, or thereabouts (be the same more or less), and now in the Occupation of *William Capel* Esquire at the yearly Rent of Thirteen Pounds; and also all those several Pieces or Parcels of Arable Land lying dispersed in a certain Field called *Alsbrook Field*, within the Hamlet of *Uckington*, in the Parish of *Elmstone Hardwicke* in the said County of *Gloucester*, containing together by Estimation Thirteen Acres or thereabouts (be the same more or less), now in the Occupation of the Representatives of the late *Thomas Pearce* Gentleman deceased, or their Undertenants, at the yearly Rent of Sixteen Pounds; and also all that Messuage, Tenement or Farmhouse with the Buildings thereto belonging, situate, lying and being in the Hamlet of *Pirton* in the Parish of *Churchdown* otherwise *Chosen* in the said County of *Gloucester*, in the Occupation of *William Herbert* or his Undertenants, together with the several Closes, Pieces, or Parcels of Arable Land, Meadow and Pasture Ground, to the same Messuage and Buildings belonging, and now occupied therewith, lying, and being in *Pirton* aforesaid, containing by Estimation Forty-nine Acres or thereabouts, (be the same more or less), which said lastmentioned Messuages, Buildings, and Lands are now in the Occupation of the said *William Herbert* or his Undertenants at the yearly Rent of Forty Pounds; and also all that Cottage, and the Lands to the same belonging, situate, lying and being in the Hamlet of *Brickington* in the said Parish of *Churchdown* otherwise *Chosen*, containing by Estimation Thirty-one Acres or thereabouts (be the same more or less) now in the Occupation of the said *William Herbert* or his Undertenants at the yearly Rent of Twenty-four Pounds; and also all that Cottage with the Barns, Stables, and Buildings to the same belonging, situate, lying, and being in the said Hamlet of *Brickington*, in the Occupation of *William Newman* Gentleman or his Undertenants, together with the



Clofes, Pieces or Parcels of Arable Land, Meadow and Pasture Ground to the fame Cottage, and Buildings belonging, and now occupied therewith, lying and being in *Brickington* aforefaid, containing together by Eftimation Twenty-five Acres and a Half or thereabouts (be the fame more or lefs), now in the Occupation of the faid *William Newman* at the yearly reserved Rent of One Pound Two Shillings and Four-pence; and alfo all that Piece and Parcel of Pasture Ground called *Shortmire Close Orchard* in the Hamlet of *Pirton* aforefaid, containing by Eftimation Three Acres and a quarter or thereabouts (be the fame more or lefs), now in the Occupation of the faid *William Newman* at the yearly reserved Rent of Five Shillings; and alfo all that Cottage, with the Barns, Stables, and Buildings to the fame belonging, fuate, lying and being in the Hamlet of *Hucclecote* within the faid Parifh of *Churchdown* otherwife *Chofen*, in the Occupation of *William Herbert*, or his Undertenants, together with the feveral Clofes, Pieces, or Parcels of Arable Land, Meadow and Pasture Ground to the fame Cottage and Buildings belonging and occupied therewith, lying and being in *Hucclecote* aforefaid, containing by Eftimation Twenty-fix Acres and a Half or thereabouts (be the fame more or lefs), now in the Occupation of the faid *William Herbert*, or his Undertenants, at the yearly reserved Rent of One Pound fix Shillings; and alfo all that Piece or Parcel of Pasture Ground called *The Bradleys*, fuate, lying, and being in the *Mythe* or *Mythe Hook* in the Parifh of *Tewkesbury*, containing by Eftimation Sixteen Acres and Three Quarters, late in the Occupation of *Michael Proctor*, but now of *Frederick Phelps* or his Undertenants, at the yearly Rent of Thirty-five Pounds; and alfo all that Close of Arable Land called *Milkwell*, fuate, lying and being in the Hamlet of *Woodmancoat* in the Parifh of *Bifhop's Cleeve* in the County of *Gloucefter*, containing by Eftimation Two Acres and a Quarter or thereabouts (be the fame more or lefs), now in the Occupation of *John Leech*, at the yearly Rent of Four Pounds Four Shillings; and alfo all that Piece of Pasture Ground fuate, lying and being in the Hamlet of *Gotherington* in the faid Parifh of *Bifhop's Cleeve*, containing by Eftimation one Acre and a Quarter or thereabouts (be the fame more or lefs) now in the Occupation of *Thomas Davis*, at the yearly Rent of Two Pounds Ten Shillings; and alfo all that Piece or Parcel of Meadow Land fuate, lying, and being at *Fredington* in the faid County of *Gloucefter*, containing by Eftimation Four Acres and a Half or thereabouts (be the fame more or lefs), now in the Occupation of *John Surman* at the yearly Rent of Nine Pounds; and alfo all that Piece or Parcel of Meadow Ground, fuate, lying, and being in the faid Parifh of *Bifhop's Cleeve*, containing by Eftimation Two Acres or thereabouts (be the fame more or lefs), now in the Occupation of *Isaac Peart* at the yearly Rent of Three Pounds (all which faid feveral Mef-fuages, Farms, Lands, Tenements and Hereditaments herein-before refpectively mentioned are particularized in the Schedule hereunto annexed, and are Parcel of the Estates fuate in the County of *Gloucefter* which were fo devised or limited by the faid recited Will as aforefaid), together with all and fingular Houfes, Out-houfes, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, Lands, Meadows, Feedings, Pastures, Timber and other Trees, Woods and Underwoods, and the Ground and Soil thereof, Ways, Paths, Paffages, Waters, Watercourfes, Commons, Common of Pasture and Turbary, Eafements, Profits, Commodities, Advantages, Rights, Members and Appurtenances whatfoever to the faid Mef-fuages, Farms, Lands, Tenements, Hereditaments and Premifes herein-before



to be vested  
in Trustees to  
be sold.

before respectively mentioned or referred unto or any of them belonging or in anywise appertaining; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof and of every Part thereof, shall from and immediately after the passing of this Act be vested in and settled upon, and the same are hereby from thenceforth absolutely vested in and settled upon *Henry Fowke* of *Tewkesbury* in the County of *Gloucester* Esquire, and *John Windus* of *Chancery Lane* in the County of *Middlesex* Esquire, their Heirs and Assigns, to the Use of them the said *Henry Fowke* and *John Windus*, their Heirs and Assigns for ever, freed and discharged and absolutely acquitted, exempted and exonerated of and from all and every the Uses, Estates, Limitations, Trusts, Powers, Provisoos and Declarations in and by the said Will of the said *William* late Lord *Craven* deceased, limited, created, declared, expressed or contained, of and concerning the same Premises or any of them; but upon Trust nevertheless that they the said *Henry Fowke* and *John Windus* 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 *Henry Augustus Berkeley Craven* during his Life, and after his Decease 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 in the said Will contained, 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 his or their Guardian or Guardians), absolutely make Sale and dispose of the said Messuages, Farms, Lands, Tenements, Hereditaments, and Premises so hereby vested in them the said *Henry Fowke* and *John Windus*, their Heirs and Assigns as aforesaid, either together or in Parcels, and either by public Sale or Auction, or private Contract, unto any Person or Persons who may be willing to become the Purchaser or Purchasers thereof at or for the best Price or Prices, and for the most Money that can at the Time of such Sale or Sales be reasonably had and obtained for the same; and upon Payment in the Manner herein-after mentioned of the Purchase Money or Purchase Monies for which the said Hereditaments or any Part or Parts thereof shall be sold, do and shall (with such Consent and Approbation as aforesaid) convey and assure the same Hereditaments and Premises, or such Part or Parts thereof for which such Monies shall be so paid, unto and to the Use of the Purchaser or Purchasers thereof, and his, her, or their Heirs and Assigns, or as he, she, or they shall direct or appoint, freed, exempted, acquitted, exonerated, and discharged as aforesaid.

Application of  
Money arising  
by such Sale,  
&c.

II. And be it further enacted, That the Purchase Money for which the same Hereditaments and Premises or any Part thereof shall be sold in pursuance of this Act, shall in the first Place, by the Direction of the said *Henry Fowke* and *John Windus*, or the Survivor of them, or the Heirs or Assigns of such Survivor, testified by Writing under their or his Hands or Hand, be paid and applied in Manner herein-after mentioned, in or towards Satisfaction of the said Sum of Ten thousand Pounds so secured, and now remaining due and owing upon or by virtue of the said Mortgage Security as herein-before is recited, and from and after Payment thereof the Residue of such Purchase Monies shall be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, *ex parte* the Person or Persons paying the same, pursuant to the Method prescribed by the Act of the Twelfth Year of King

George



George the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King George the Second, Chapter Twenty-four, and such Residue, after paying the Costs, Charges and Expences hereinafter mentioned, shall upon a Petition to be preferred to the said Court of Chancery in a summary way by the Person or Persons who for the Time being would have been entitled to the Rents and Profits of the said Hereditaments which shall be so sold, in case the same had not been sold, or if such Person or Persons shall be under Age, then by his or their Guardian or Guardians, be laid out and invested in such Manner as the said Court shall direct, in one or more Purchase or Purchases of other Freehold Messuages, Lands, Tenements or Hereditaments of Inheritance in Fee Simple in Possession, free from Incumbrances (except Quit Rents), to be situate in the said County of Gloucester, and all and singular the Messuages, Lands Tenements and Hereditaments so to be purchased shall, from and immediately after the Purchase thereof, be respectively conveyed, settled and assured to, for and upon such and so many of the Uses, Trusts, Ends, Intents and Purposes in and by the said recited Will of the said *William* late Lord *Craven* deceased, limited, expressed and declared, of and concerning the said Messuages, Farms, Lands, Tenements and Hereditaments hereby vested and settled as aforesaid, as shall be then existing undetermined, and capable of taking effect.

III. And be it further enacted and declared, That the Purchaser or Purchasers of the Hereditaments so hereby vested in Trust to be sold as aforesaid or any Part thereof, paying his, her, or their Purchase Money (by such Direction as aforesaid), in or towards the Discharge of the said Sum of Ten thousand Pounds so secured by Mortgage as aforesaid, or of so much thereof as shall then remain unsatisfied, or paying the Surplus or the Whole of such Purchase Money (as the Case may happen) into the Bank of England as aforesaid, and taking the Receipt or Receipts of the Person or Persons entitled to such Mortgage Money, or the Certificate of the Accountant General and Receipt of the Cashier of the Bank for the Whole or any Part of such Purchase Money, as the Case shall require, shall not afterwards be answerable or accountable for any Loss, Misapplication, or Non-application of his, her, or their Purchase Money, or of so much thereof as in or by such Receipt or Receipts, Certificate or Certificates, shall be acknowledged or expressed to be received, and that in the Meantime and until the Money arising from such Sale or Sales, and so to be paid into the Bank as aforesaid, shall upon such Petition or Petitions as aforesaid be ordered to be paid or otherwise applied by the said Court of Chancery, the same shall be by the Accountant General of the said Court laid out 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 or Exchequer Bills, and the Money received for the same as they shall respectively be 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, Victualling, or Exchequer Bills shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until a Purchase or Purchases shall be made in pursuance of the Directions of this Act, and until the same shall upon a Petition to be preferred to the Court of Chancery in a summary way, by the Person or Persons for the Time being entitled to the Rents and Profits of the said devised Estates late of the said *William* Lord

Purchasers not answerable for any Loss or Misapplication of Purchase Money.



*Craven* deceased, and situate in the said County of *Gloucester*, or his or their Guardian or Guardians in case of Infancy, be ordered to be sold by the said Accountant General for completing such Purchase or Purchases in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in such Case only the Surplus which shall remain after discharging the Expences 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 hereby directed to be purchased, in case the same had been purchased pursuant to this Act, or to the Representatives of such Person or Persons.

Expences of the Act to be paid.

IV. Provided always, and it is hereby further enacted, That it shall and may be lawful for the said Court of Chancery, and the said Court is hereby authorized, if to the said Court it shall seem fit, to order and direct that by and out of any of the Monies which shall be paid into the said Court in respect of any such Sale or Sales as aforesaid, all the Costs, Charges and Expences of applying for and otherwise in or about the obtaining this Act, and all the Costs, Charges, and Expences attending or relating to any Sale or Sales hereby authorized to be made, or of or relating to the Application which shall be made to the said Court for any of the Purposes herein-before expressed shall be paid and satisfied, such Costs, Charges, and Expences being first taxed and settled by one of the Masters of the said Court, in pursuance of an Order which the said Court is hereby authorized, if to the said Court it shall seem fit, to make for that Purpose.

Until Sale is effected the Rents, etc. of said Estates to be received by the Persons entitled to the same, before such Sale, etc.

V. And be it further enacted, That in the Mean time and until such Sale or Sales, Conveyances and Assurances shall be made in pursuance of this Act, they the said *Henry Fowke* and *John Windus* and the Survivor of them, and the Heirs of such Survivor, do and shall permit and suffer the said Messuages, Farms, Lands, Tenements and Hereditaments so hereby vested and settled as aforesaid, to be held and enjoyed, and the Rents, Issues, and Profits thereof to be received and taken by and for the Benefit of the Person or Persons who would have been respectively entitled to, and ought to have held and enjoyed and received and taken the same in case this Act had not been made.

For appointing new Trustees.

VI. Provided always, and be it further enacted, That if both or either of them the said *Henry Fowke* and *John Windus*, or any future Trustee or Trustees who shall succeed to or shall be appointed in the Stead or Place of them, or either of them as herein-after mentioned, shall die or shall desire to relinquish, or shall refuse or decline to act, or become incapable to act in the Trusts and Powers hereby reposed in them or him, 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, in a summary Way, upon the Petition of such Person or Persons as for the Time being would be beneficially entitled to the Rents and Profits of the Hereditaments hereby made saleable, or if such Person or Persons shall be an Infant or Infants, then upon the Petition of his or their Guardian or Guardians, from Time to Time to nominate and appoint any other Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying or desiring to be discharged, or going out of *Great Britain*, or refusing



refusing, declining, or becoming incapable to act as aforesaid; and when and so soon and as often as any such new Trustee or Trustees shall be nominated and appointed, all the Estates and Powers 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 Estates and Powers shall and may be legally and effectually vested in the surviving or continuing Trustee thereof, and such new or other Trustee or Trustees, or in such new Trustees only as the Case may require, upon the same Trusts, and for the same Intents and Purposes, and subject to the same Powers as are herein before declared of and concerning the same Trust Estate, or such and so many of the same Trusts and Powers as shall or may be then subsisting or capable of taking Effect; and then such new Trustee or Trustees shall and may in all Things act in the Management, carrying on, and Execution of the Trusts hereby created, as fully and effectually, and with all the same Powers and Authorities, to all Intents, Effects, Constructions and Purposes whatsoever, as if he or they had been originally by this Act nominated a Trustee or Trustees for the Purposes aforesaid.

VII. And be it further enacted, That the said *Henry Fowke* and *John Windus*, or such other Trustee or Trustees to be appointed as aforesaid, shall not, nor shall either or any of them, or the Heirs, Executors, or Administrators, of them, or either or any of them, be charged or chargeable with or accountable for any more of the Trust Monies and Premises than they shall respectively actually receive, or as shall come to their respective Hands by virtue of the Trusts herein declared, nor with or for any Loss which shall or may happen of the same Trust Monies and Premises or any Part thereof, without their wilful Neglects or Defaults; and that it shall be lawful for the same Trustees for the Time being and every of them, in the First Place, by and out of the Monies which shall come to their Hands by virtue of the said Trusts, to deduct, retain and reimburse themselves respectively, all such Costs, Charges, Damages and Expences as they shall respectively pay, bear, sustain, expend, or be put unto, for or by reason or means of all or any of the said Trusts, Powers, and Authorities, or the Management or Execution thereof, or any Act, Matter or Thing whatsoever in anywise relating thereto.

Trustees not answerable for more Monies than shall come into their Hands.

VIII. 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, his, her, and their respective Heirs, Successors, Executors, and Administrators (other than and except the said *Henry Augustus Berkeley Craven*, and his first and other Son and Sons, and the Heirs Male of the several and respective Bodies of such first and other Sons; the said *Richard Keppel Craven* and his first and other Son and Sons, and the Heirs Male of the several and respective Bodies of such First and other Sons; and also other than and except the right Heirs of the said Testator *William* late Lord *Craven* deceased, and the Trustees respectively named in his said Will, and their respective Heirs, Executors, Administrators, and Assigns, and all and every other Person and Persons whomsoever lawfully or equitably claiming, or to claim any Estate, Right, Title, Charge or Interest, in Possession, Reversion, Remainder, or otherwise howsoever, of, in, to, or

Saving Clause.



out of the said Messuages, Farms, Lands, Tenements, Hereditaments, and Premises so hereby vested in the said *Henry Fowke* and *John Windus*, their Heirs and Assigns as aforesaid, or any of them, or any Part thereof, under or by virtue of the said recited Will of the said *William* late Lord *Craven* deceased, 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 Premises so 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.

Evidence  
Clause.

IX. 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.

|   | £. s. d. |
|---|----------|
| A Messuage with Buildings and Lands to the same belonging and occupied therewith, in the Parishes of Prestbury and Sevenhampton in the County of Gloucester, containing together by Estimation 208 Acres or thereabouts (be the same more or less) in the Occupation of James Agg Esquire, or his Undertenants as Tenant at Will, at the yearly Rent of   | 60 — —   |
| A Stone Quarry lying open on Prestbury Hill in the said Parish of Prestbury, containing by Estimation One Acre and a Half or thereabouts, (be the same more or less) in hand  | — — —    |
| A Piece of Meadow Land, being Part of a Piece of Meadow Land called Lord's Mead, situate in the Parish of Prestbury aforesaid, late in the Occupation of John Lane, containing by Estimation Seven Acres and a Half or thereabouts (be the same more or less) now in the Occupation of William Capel Esquire as Tenant at Will, at the yearly Rent of   | 13 — —   |
| Several Pieces or Parcels of Arable Land, lying dispersed in Albrook Field in the Hamlet of Uckington in the Parish of Elmstone Hardwicke in the said County, containing together 13 Acres or thereabouts (be the same more or less) late in the Occupation of Thomas Pearce deceased, and now of his Representatives, under an Agreement for a Lease (among other Lands) which when granted will expire on the 5th Day of April 1817, but with a Stipulation therein that if the said Henry Augustus Berkeley Craven should contract for or sell all or any Part of the Estate under such Agreement for a Lease as aforesaid, such Part so contracted for or sold should no longer be subject to the said Agreement for a Lease, at the yearly Rent of | 16 — —   |
| A Messuage with Buildings and Lands to the same, belonging and occupied therewith, in the Hamlet of Pirton in the Parish of Churchdown otherwise Chosen in the said County of Gloucester, containing together by Estimation 49 Acres or thereabouts (be the same more or less) in the Occupation of William Herbert or his Undertenants at will, at the yearly Rent of  | 40 — —   |
| A Cottage with Lands to the same belonging and occupied therewith, in the Hamlet of Brickington in the said Parish of Churchdown otherwise Chosen, con-   |          |
| [Loc. & Per.]   | 40 1     |



|   | £. | s. | d. |
|---|----|----|----|
| taining by Estimation 31 Acres or thereabouts (be the same more or less) in the Occupation of the said William Herbert or his Undertenants at Will, at the yearly Rent of   |    |    |    |
| A Cottage with Buildings and Lands to the same belonging and occupied therewith, in the said Hamlet of Brickington, containing by Estimation 25 Acres and a Half or thereabouts. (be the same more or less) late in the Occupation of Joseph Harris deceased, and now in the Occupation of William Newman, Gentleman, which said Cottage, Buildings and Lands were granted by Lease, bearing Date the First Day of June 1768 from the said Lord Craven deceased, to the said Joseph Harris for 99 Years, determinable on the Lives of the said Joseph Harris deceased, Joseph Harris his Son also deceased, and Ruth Harris his Daughter, now aged about 43 Years, at the yearly Quit Rent of   | 24 | —  | —  |
| A Piece or Parcel of Pasture Ground called Shortmoor Close Orchard, in the said Hamlet of Pirton, containing by Estimation Three Acres and a quarter or thereabouts (be the same more or less) late in the Occupation of William Herbert deceased, and now of the said William Newman, which said Piece or Parcel of Pasture Ground was granted by Lease, bearing Date the 29th Day of September 1758, by the Right Honourable Fulwar Lord Craven deceased, to the said William Herbert deceased, for the Term of 99 Years, determinable on the Lives of William Herbert Son of the said William Herbert deceased, John Herbert another Son now aged about 57 Years, and James Herbert another Son deceased, at the Yearly reserved Rent of                       | —  | 5  | —  |
| A Cottage with Buildings and Lands to the same belonging, in the Hamlet of Hucclecote in the said Parish of Churchdown otherwise Chosen, containing by Estimation 26 Acres and a Half or thereabouts (be the same more or less), late in the Occupation of John Herbert deceased, and now of William Herbert Son of the said John Herbert, or his Undertenants, which said Cottage, Buildings, and Lands were granted by Lease, bearing Date the 10th Day of January 1755, by the said Fulwar Lord Craven to the said John Herbert deceased, for the Term of 99 Years, determinable on the Lives of Thomas Herbert his Son, now aged about 74 Years, the said William Herbert, now aged about 72 Years, and Bernard Cook deceased, at the yearly reserved Rent of | —  | 6  | —  |
| A Piece or Parcel of Pasture Ground called The Bradleys, in the Mythe or Mythe Hook in the Parish of Tewkesbury, in the said County, containing by Estimation 16 Acres and Three Quarters, late in the Occupation of Michael Proctor, but now of Frederick Phelps or his Undertenants at will, at the yearly Rent of  | 35 | —  | —  |



|  | £.    | s. | d. |
|--|-------|----|----|
| A Close of Arable Land called Milkwell in the Hamlet of Woodmancoat in the Parish of Bishop's Cleeve in the said County, containing by Estimation Two Acres and a Quarter or thereabouts (be the same more or less) in the Occupation of John Leech as Tenant at Will, at the yearly Rent of | 4     | 4  | —  |
| A Piece of Pasture Ground in the Hamlet of Gotherington in the said Parish of Bishop's Cleeve, containing by Estimation One Acre and a Quarter or thereabouts (be the same more or less) in the Occupation of Thomas Davis as Tenant at Will, at the yearly Rent of                          | 2     | 10 | —  |
| A Piece or Parcel of Meadow Land in Tredington in the said County, containing by Estimation Four Acres and a Half or thereabouts (be the same more or less) in the Occupation of John Surman as Tenant at Will, at the yearly Rent of  | 9     | —  | —  |
| And a Piece or Parcel of Meadow Ground in the said Parish of Bishop's Cleeve, containing by Estimation Two Acres or thereabouts, in the Occupation of Isaac Peart as Tenant at Will, at the yearly Rent of   | 3     | —  | —  |
|  | <hr/> |    |    |
|  | 209   | 7  | 4  |

Timber on the above mentioned Estates estimated at a not less Value than £ 150.

*Hen. Fowke.*

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LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN,  
Printers to the King's most Excellent Majesty. 1809.



