

### ANNO QUADRAGESIMO NONO

# GEORGII III. REGIS.

Cap. 98.

An Act for effecting the Sale of an Estate at Tachbrook in the County of Warwick, devised by the Will of John Norris Esquire deceased; and for applying sufficient of the Money in discharging Incumbrances on certain Estates at Cwmyoy and Lanthony, in the Counties of Monmouth and Hereford; and for paying the Residue thereof to Walter Savage Landor Esquire; and for settling the said Estates at Cwmyoy and Lanthony to the Uses of the Will of the said John Norris. [20th May 1809.]

THEREAS John Norris, late of Hitchenden in the County of 12th May Bucks, Esquire, duly made and published his last Will and Tes- 1784. Bucks, Esquire, duly made and published his last Will and Test Will of John tament in Writing, dated the Twelsth Day of May One thou-Norris, sand seven hundred and eighty-four, and thereby gave and devised all his Esquire. Manors, Messuages, Lands, Tenements, and Hereditaments in Tachbrook and Ipsley, in the County of Warwick, and all his Real Estate in the said County, with their and every of their Rights, Members, and Appurtenances, unto certain Persons therein named, their Heirs and Assigns, to the Use of Doctor Landor, meaning Walter Landor, thereinbefore named, described, and stilled, Landor of the Town of Warwick, Doctor in Physic, and his Assigns for his Life, without Impeachment of Waste; Remainder to the Use of Trustees, and their Heirs during his Life, in Trust, to preserve contingent Remainders; Remainder to the Use of Elizabeth Landor, (then the Wife and now the Widow of the said Walter Landor,) and her Assigns for her Life, without Impeachment of Waste; Remainder to the Use of Trustees and their Heirs during her Life, in Trust, to preserve contingent Remainders; Remainder to the Use of Loc. & Per. 21 X

Walter Savage Landor, by the mistaken Christian Name, and by the Defcription of Charles Landor, the eldest Son of the said Doctor Landor, by the faid Elizabeth his Wife, and his Assigns for his Life, without Impeachment of Waste; Remainder to the Use of Trustees and their Heirs during his Life, in Trust to preserve contingent Remainders; Remainder to the Use of his first and every other Son successively in Tail Male; Remainder to the Use of Charles Savage Landor, by the Name and Description of

Landor, (the second Son of the said Doctor Landor, by the faid Elizabeth his Wife) and his Assigns for his Life, without Impeachment of Waste; Remainder to the Use of Trustees and their Heirs during his Life, in Trust to preserve contingent Remainders; Remainder to the Use of his first and every other Son successively in Tail Male; Remainder to

the Use of Henry Ayres Landor, by the Name and Description of

Landor, the third Son of the said Doctor Landor, by the said Elizabeth his Wife, for his Life, without Impeachment of Waste; Remainder to the Use of Trustees and their Heirs during his Life, in Trust to preserve contingent Remainders; Remainder to the Use of his first and every other Son successively, in Tail Male; Remainder to the Use of the Fourth, Fifth, Sixth, and all and every other Son and Sons of the Body of the said Elizabeth Landor, the Wife of the said Doctor Landor, successively, in Tail Male, with divers Remainders over. And by the faid Will the faid Three eldest Sons of the said Doctor Landor the Tenants for Life in Remainder of the said devised Premises, are empowered when in Possession, previous to their Marriage, to limit Jointures, not exceeding the yearly Rent Charge of Eighty Pounds per Annum for every One thousand Pounds each such Person shall receive as his Wife's Marriage Portion; and by the faid Will the faid Elizabeth the Wife of the said Doctor Landor is also empowered, when in Possession, to limit to the Use of any Man or Men she should marry, for his or their Life or Lives, any yearly Rent Charge not exceeding Four hundred Pounds per Annum; and the said Three Sons of the said Doctor Landor, Tenants for Life in Remainder as aforesaid; are also empowered, when in Possession, to grant Leases for Twenty-one Years in Possession, at the best improved yearly Rent: And whereas the faid John Norris, the Testator, died in the Year One thousand seven hundred and eighty-six, without altering or revoking his faid Will as to the Devises aforesaid: And Issue of Eliza- whereas the said Elizabeth Landor intermarried with the said Walter Landor on or about the Seventeenth Day of April in the Year One thoufand seven hundred and seventy four, and hath Issue by him Four Sons, namely, the said Walter Savage Landor, her sirst and eldest Son; the said "Charles Savage Landor, her second Son; the said Henry Ayres Landor, her third Son; and Robert Ayre Landor, her fourth Son; all of whom have attained the Age of Twenty-one Years, and are Batchelors; and the faid Robert Ayre Landor is the first Tenant in Tail in esse under the Devises aforesaid: And whereas the said Walter Landor died in the Year One thousand eight hundred and five, and the said Elizabeth Landor is now Tenant for Life in Possession of the said devised Estates in Warwickshire, without Impeachment of Waste: And whereas Part of the said devised Estates consists of one Farm, in fituate at Tachbrook, in the said County of Warwick, detached, and distant from the other devised Estate situate at Ipsley at least Eighteen Miles, and no other Part of the said devised Estate lies nearer to the Estate at Tachbrook

than the Manor and Estate at Ipsley, and which Estate at Ipsley is much

larger and of greater Value than the Estate at Tachbrook; and the said

Estate at Tachbrook is of the clear yearly Rent of Four hundred and thirty

Pounds Eighteen Shillings, exclusive of the Plantations which are in Hand,

and

Death of John Norris in 1786. beth Landor.

Death of Walter Landor, October 1805. Estate at Tachbrook in Warwickshire detached, and diftant from the Manor of lpfley.

and are of the clear yearly Value of Four Pounds, making with the faid Four hundred and thirty Pounds Eighteen Shillings, the clear yearly Sum of Four hundred and thirty-four Pounds Eighteen Shillings; and the said Estate at Tachbrook, including the Plantations, is estimated to be of the clear yearly Value of Five hundred and fifty Pounds Eighteen Shillings, and is particularly described in the First Schedule to this Act: And whereas the said Walter Savage Landor is seized in Fee Simple That Walter of the Manors or Lordships of Comyoy alias Comjoy alias Cromyoy and Savage Lan-Lanthony, in the Counties of Monmouth and Hereford, the Scite of the dor Elquire dissolved Priory of Lanthony called Lanthony Abbey, the impropriate Rec- Fee Simple of tories of Cwmyoy and Lanthony, and the Advowsons of the Vicarages, Cu-the Manors of racies, or Chapelries of Cromyoy and Lanthony, and all Tithes both Great Cwmyoy and and Small thereunto belonging, together with divers Houses, Farms, a Lanthonyand Water Corn Mill, Tenements, Woods, Woodlands, and Hereditaments, Counties of with their Appurtenances, situate in the Parish of Cromyoy and in Lanthony, Monmouth or elsewhere in the said Counties of Monmouth and Hereford, subject as to Part thereof to a Term of Two thousand Years in Mark Wood Esquire, by way of Mortgage, for fecuring the principal Sum of Twelve thousand gage of Pounds and Interest, and subject as to the Residue of the same Premises to 12,000 l. to a Term of Two thousand Years in Frederick Fredericks Esquire, by way of Sir Mark Mortgage, for securing the principal Sum of Two thousand Pounds and Wood, and Interest: And whereas the said Fee Simple Estates of the said Walter Savage: gage of Landor, situate in the Counties of Monmouth and Hereford, or one of them; 2,5001. to, are (exclusive of the Parts in Hand, and exclusive of the Parts granted by Copy Prederick of Court Roll, and by Freehold Leases for Lives under small Conventionary Esquire. Rents) of the clear yearly Rent or Income of One thousand one hundred and ninety-seven Pounds Fisteen Shillings and Two-pence, after deducting all tates in the annual Outgoings, and the said Parts in Hand are of the clear yearly Value Counties of of Ninety-one Pounds Three Shillings; making with the said One thousand Monmouth one hundred and ninety-seven Pounds Fisteen Shillings and Two-pence, and Heresord. the clear yearly. Rent or Income of One thousand two hundred and eightyeight Pounds Eighteen Shillings and Two-pence; and the same Fee Sinple Estates including the said Parts in Hand, but exclusive of the said Parts granted for Lives under Conventionary Rents, are estimated to be of the clear yearly Value of One thousand eight hundred and thirteen Pounds Seven: teen Shillings and Two-pence, after deducting all Outgoings; and the faid Conventionary Rents amount to the clear yearly Sum of Fifteen Pounds Eighteen Shillings and Four-pence, after making all Deductions; and the Premises demised under such Conventionary Rents, reckoning the same to be fallen into Possession, are estimated to be of the clear yearly Value of Six: hundred and ninety-one Pounds Eleven Shillings (subject to Tythes); and the faid Fee Simple Estates are particularly described in the Second Schedule to this Act: And whereas the said principal Sums of Twelve thousand The Sums of Pounds and Two thousand Pounds still remain due and owing on the said Mortgages: And whereas it is apprehended that the faid Freehold Farm and Estate at Tachbrook in the County of Warwick might be sold to great Advan- curities. tage, and would produce Money fully adequate to the Discharge of the Estate at said Mortgages of Twelve thousand Pounds and Two thousand Pounds: Tachbrook And whereas it would be highly beneficial to the Persons interested ducesufficient under the Will of the said John Norris, that the said Farm and Property at to pay the Tachbrook should be sold, and that sufficient of the Money arising thereby, Mortgages of should be applied in discharging the said Mortgage Debts of Twelve thousand Pounds and Two thousand Pounds, and that the Residue of such Money should be paid to the said Walter Savage Landor, and also that the said Manor

Estates in the and Hereford, subject to a Mort-Fredericks Value of Ef-

12,000 l. and 2,000 l. due on fuch Se-12,000 l. and 2,000 l. It would be beneficial to

fell the Farm.

Tachbrook, and the Money to be apment of fuch Mortgages, and the Refidue be paid to Walter Saand that the Manors and Estates of Cwmyoy and Lanthony, fhould be settled in lieu of the Estate at Tachbrook, except as herein mientioned.

Aftate at Tachbrock. vefted in Trustees to be fold.

and Estate at Manors and Estates of Cumyoy and Lanthony should be settled to the subsisting Uses of the said Farm and Estate at Tachbrook, and in lieu thereof, except in the Particulars following; namely, that in lieu of the said Elizabeth Landor plied in Pay-having an Estate for Life in Possession, agreeably to the Uses of the Will of the said John Norris, she the said Elizabeth Landor shall have during her Life a yearly Rent Charge of Four hundred and fifty Pounds to be issuing out of the said Estates so to be settled; and also, that instead of the Powers of jointuring given by the said Will to the said Three eldest vage Landor; Sons of the said Doctor Landor, proportionate to the Portions they might receive with their Wives, they the same Three eldest Sons shall each be empowered to limit a Jointure of Five hundred Pounds per Annum; and also, that the said Walter Savage Landor shall have a Power to charge the faid Estate so to be settled, with any Sum not exceeding the Sum of Ten thousand Pounds; and further, that the said Power given by the said Will to the said Elizabeth Landor, of settling a Rent Charge for Life of Four hundred Pounds per Annum upon any future Husband or Husbands, shall be extinguished; but by Reason of the strict Limitations and Uses contained in the said Will of the said John Norris, a good Title cannot be made to the said Farm and Estate at Tachbrook, in the County of Warwick, so proposed to be sold, without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said Elizabeth Landor, Walter Savage Landor, Charles Savage Landor, Henry Ayres · Landor, and Robert Ayre Landor, do most humbly pray Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all and singular the Freehold Farms, Mesfuages, Lands, Tenements, and other Hereditaments, fituate in the Parish of Tackbrook, in the County of Warwick, which were devised by the said Will of the said John Norris, and are particularly specified in the First Schedule to this Act, together with all and singular Out-houses, and Outbuildings, Hedges, Ditches, Trees, and Fences, Commons, Ways, Easements, and Appurtenances to the same belonging or in anywise appertaining, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of the same Farm, Messuages, Lands, Tenements, and Hereditaments, shall, from and immediately after the Twenty-fourth Day of June One thousand eight hundred and nine, be vested in, and the same are hereby thenceforth vested in George Kinderley and William Domville, both of Lincoln's Inn, in the County of Middlesex, Esquires, and their Heirs, to the Use of them the said George Kinderley and William Domville, their Heirs and Assigns for ever, freed and absolutely acquitted, exonerated, and difcharged, of and from all the Uses, Estates, Trusts, Powers, Provisoes, Conditions, Charges, and Limitations, in and by the faid Will of the faid John Norris, limited, created, declared and expressed or contained, of or concerning the same, but upon Trust, that the said George Kinderley and William Domville, or the Survivor of them, or the Heirs of such Survivor, do and shall, with all convenient Speed, and with the Consent and Approbation in Writing of the said Elizabeth Landor and Walter Savage Landor, or the Survivor of them, and after the Decease of such Survivor, with the Consent and Approbation in Writing of the Person or Persons who, if this present Act had not been made, would for the Time being, under the Devises contained in the said Will have been entitled to the said Hereditaments hereby vested as aforesaid, or to the Receipt of the Rents and Profits thereof, but if such Person or Persons shall be under the Age of Twentyone

one Years, then with the Consent in Writing of his, her, or their Guardian or Guardians respectively, sell and dispose of the said Messuages; Farm, Lands, Tenements, and Hereditaments, hereby vested as aforesaid, either entirely or in Parcels, and either by public Auction or private Contract, unto any Person or Persons who shall be willing to become the Purchaser or Purchasers thereof, for such Price or Prices as can or may be reasonably had or gotten for the same, and do and shall convey and assure the same Messuages, Farm, Lands, and Hereditaments, or such Part or Parts thereof respectively, as shall be so sold, and the Fee Simple and Inheritance thereof respectively, unto the Purchaser or respective Purchasers thereof, and his, her, or their Heirs and Assigns respectively, or as he or they shall direct or appoint; and such Purchaser or Purchasers shall pay his, her, or their Purchase Money, in the first Place, in or towards the Discharge of the faid principal Sums of Twelve thousand Pounds and Two thousand Pounds, and the Interest, or of some Part or Parts thereof, and after full Payment and Discharge of such principal Sums and Interest, shall pay the Residue of the Purchase Money into the Bank of England, subject to the Drafts or Order of the said George Kinderley and William Domville, their Executors 'or Administrators, who shall thereout pay and discharge all the Colls, Charges, and Expences, of applying for, obtaining and passing this Act, and effectuating the said Sale or Sales, and of carrying this Act into Execution, and after Payment, shall pay the ultimate Residue and Surplus (if any) of the said Purchase Money unto the said Walter Savage Landor, his Executors, Administrators, or Assigns.

II. And be it further enacted, That the Receipt or Receipts of the Person The Receipts or Persons entitled to the said Sums of Twelve thousand Pounds and Two of the Mortthousand Pounds, and Interest for and in respect of the same, and the Re- gagees of the ceipt or Receipts of the said George Kinderley and William Domville, or the Lanthony Es-Survivor of them, or his Heirs, for and in respect of the Surplus of the tates for their Money arising from such Sale or Sales, shall be a good and effectual Discharge each and every Purchaser and Purchasers of the said Messuages, Farm, Lands, and Hereditaments hereby vested as aforesaid; and such derley and Purchaser or Purchasers paying his or their Purchase Monies, and taking William such Receipt or Receipts as aforesaid, and his, her, or their respective Heirs, Executors, and Administrators shall be, and he, she, they, and every of them is and are hereby absolutely acquitted and discharged of and from, and shall not be accountable or answerable for any Loss, Misapplication, or Non-application of the Money in such Receipt or Receipts mentioned or acknowledged to be received or any Part thereof.

Cwmyoy and Mortgage Debts, and of George Kin-Domville for

III. Provided always, and be it further enacted, That in the mean Time and Until Sale of until the said Estate at Tachbrook shall be sold under the Trusts as aforelaid, Estate at the Rents, Issues, and Profits thereof, shall be paid and applied in Aid for Tachbrook, and towards the keeping down the Interest of the said Mortgages of Twelve the Rents to thousand Pounds and Two thousand Pounds, or the Interest on so much of the same Sums as shall for the Time being remain due and payable.

IV. And be it further enacted, That all and fingular the Manors or Lordthips of Cwmyoy and Lanthony, and all and fingular the Tithes, Advowsons, Rights of Patronage and Presentation, Messuages, Mill, Farms, Lands, Estates set-Tenements, Woods, Woodlands, Commons, Royalties, and other Here-tled to Ules. ditaments, situate in the Parishes or Townships of Cwmyoy and Lathony, or either of them, or elsewhere in the Counties of Monmouth and Hereford, and which are specified in the Second Schedule to this Act, together with all Courts [Loc. & Per.] 2.1 T Leets

be applied in keeping down the Interest of the Mortgages. Cwmyoy and

Leet, Courts Baron, and other Courts, Views of Frankpledge, Perquisites, and Profits of Courts, Rents, Reversions, Services, Reliefs, Heriots, Fines, Amerciaments, Waifs, Estrays, Goods and Chattels of Felons, Fugitives, Felons of themselves, and Persons outlawed, and put in Exigent, Deodands, Mines, Minerals, Quarries, Wastes, Heaths, Moors, Marshes, Royalties, Jurisdictions, Franchises, Houses, Outhouses, Cottages, Buildings, Yards, Gardens, Orchards, Ways, Waters, Watercourses, Streams, Common of Pasture and Common of Turbary, Common of Estovers, Rights, Members, Easements, Privileges, Liberties, and Appurtenances whatsoever, to the same Manors, Messuages, Lands, Tenements, and other Hereditaments, or any of them, or any Part thereof respectively belonging, or in anywife appertaining, or with the same, or any of them, or any Part thereof respectively, now or at any Time heretofore held, used, occupied, pollelled, or enjoyed, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member thereof; and all other the Manors, Meffuages, Farms, Lands, Tenements, and other Hereditaments whereof, wherein, or whereto he the said Walter Savage Landor, or any Person or Persons in Trust for him is or are seized, interested, or intitled in Fee Simple, in Posfession, situate or arising within the said several Parishes or Townships of Cromyoy and Lanthony, or either of them, in the said Counties of Monmouth and Hereford, or either of them, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of all and every such Manors, Messuages, Tithes, Hereditaments, and Premises shall, from and immediately after the Twenty fourth Day of June One thousand eight hundred and nine, but subject nevertheless and without Prejudice to the said Mortgages for Twelve thousand Pounds and Two thousand Pounds, as to the Premises therein respectively comprized, be and stand settled, limited, and affured to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Provisoes, Limitations, Powers, and Declarations herein-after mentioned, limited, expressed, and declared of and concerning the same; (that is to say) to the Use, Intent, and Purpose, that the said Elizabeth Landor and her Assigns shall have, receive, and take yearly and every Year during her natural Life, by and out of all and singular the same Manors, Hereditaments, and Premises, one clear annual Sum or yearly Rent Charge of Four hundred and fifty Pounds of lawful British Money, to be paid and payable free and clear and without any Deduction whatfoever, (except the Property Tax), on the Twenty-ninth Day of September, the Twenty-fifth Day of December, the Twenty-fifth Day of March, and the Twenty-fourth Day of June in every Year, by even and equal Portions, the first Payment thereof to be made on the Twenty-ninth Day of September One thousand eight hundred and nine; and to this further Use, Intent, and Purpose, that if the said yearly Sum or Rent Charge shall be behind or unpaid, in Part or in all, by the Space of Thirty Days next after either of the said Days wherein the same is herein-before appointed to be paid, then and so often it shall and may be lawful to and for the said Elizabeth Landor, and her Assigns, into and upon all and singular the Hereditaments and Premises, out of which the said yearly Rent Charge is made payable, or into or upon any Part thereof, to enter and distrain, and the Distress and Distresses then and there found to take, lead, carry away, and impound, and in Pound to detain until such yearly Rent Charge, or so much as shall be behind and unpaid, and all Arrearages thereof, and all Costs, Charges, and Expences incurred, in taking such Distress and Distresses shall be fully paid, and in Default of Payment in due Time after any Distress or Distresses shall be so given, to appraise and sell the same Distrefs or Distresses, or otherwise to demean according to Law, so that such

Rent Charge, together with all Arrearages, Costs, and Charges may be. fully paid and satisfied; and likewise to this further Use, Intent, and Purpose, that in case the said annual Sum or yearly Rent Charge of Four hundred and fifty Pounds, or any Part thereof, shall be behind and unpaid by the Space of Sixty Days next over or after either of the faid Days whereon, the same is herein before directed to be paid, then and so often, although no formal Demand shall be made thereof, it shall and may be lawful to and for the said Elizabeth Landor and her Assigns, into and upon the same Hereditaments and Premises, or into and upon any Part thereof in the Name of the Whole, to enter and the Possession thereof to take and retain, and the Rents, Issues, and Profits thereof, to take and receive for her and their own Use and Benefit, until she or they shall be thereby or otherwise fully paid and satisfied the said yearly Rent Charge, or so much as shall remain unpaid at the Time of such Entry, and also so much of the same yearly Rent Charge as shall grow due while she or they shall continue in Possession of the same Premises, together with all Costs, Charges, and Expences paid, incurred, or sustained, by Reason of the Non-payment or Detention thereof, such Possession when taken to be without Impeachment of Waste, and subject to such yearly Rent Charge, and to the Powers and Remedies hereby given for Payment thereof; then to the Use of the said George Kinderley and William Domville, their Executors, Administrators and Assigns, for and during the Term of Five hundred Years, to commence and be computed from the said Twenty fourth Day of June One thousand eight hundred and nine, without Impeachment of Waste, upon the Trusts and for the Ends, Intents, and Purposes herein-after expressed and declared of and concerning the same; and subject thereto, and to the Trusts thereof, to the Use of the said Walter Savage Landor and his Assigns, for the Term of his natural Life, without Impeachment of or for any Manner of Waste; and from and immediately after the Determination of that Estate by Forfeiture or otherwise in his Life-time, to the Use of the Trustees to preserve contingent Remainders named in the said Will of the said John Norris, or the Survivors or Survivor of them, and their or his Heirs during the na-/ tural Life of the said Walter Savage Landor, in Trust by the usual Ways and Means to preserve the contingent Uses and Estates herein-after limited; yet nevertheless to permit the said Walter Savage Landor and his Assigns during his Life, to receive and take the Rents, Issues, and Profits of the fame Premises, to his and their own Use; and from and immediately after the Decease of the said Walter Savage Landor, to the Use of such Person or Persons for such and the like Estate and Estates, Intents, and Purposes, and under and subject to such and the like Limitations, Powers, Provisoes, Declarations, and Directions, as are by the faid Will of the faid John Norris mentioned, expressed, limited, and declared, of and concerning the said Messuages, Farm, Lands, and other Hereditaments at Tachbrook, and the aforesaid Manor, Messuages, and other Hereditaments situate at Ipsley, or elsewhere in the County of Warwick, from and after the Decease of the said Walter Savage Landor, and are now substitting, undetermined, or capable of taking Effect, save and except as in this Act is otherwise enacted and provided.

V. And it is hereby enacted and declared, That the said Term of Five Trusts of the hundred Years is so limited to the said George Kinderley and William Dom- 500 Years: ville, their Executors, Administrators, and Assigns, upon Trust in the first Place for the further and better securing to the said Elizabeth Landor and her Assigns during her natural Life, the due Payment of the said an- 450l. perAnnual Sum or yearly Rent Charge of Four hundred and fifty Pounds, and num to Eliz-

Term, to secure a Rent Charge of for abeth Lan-

and subject thereto to enable Walter Savage Landor to charge the Lanthony Estates with 10,000 l.

dor, Widow, for raising the same if in Arrear for the Space of Ninety Days, by and out of the Rents, Issues, and Profits of the same Premises, or by Demise, Sale, or Mortgage thereof, or of any Part thereof, for the Residue of the same Term; and for the further Intent and Purpose, that it shall and may be lawful to and for the said Walter Savage Landor, at any Time or Times during his Life, by any Deed or Deeds, Writing or Writings, to be executed by him in the Presence of Two or more credible Witnesses, or by his last Will and Testament, or any Codicil thereto, to be executed by him in the Presence of Three or more credible Witnesses, to charge all or any Part of the aforefaid Manors, Messuages, Farms, Lands, Woods, Tithes, Fenements, and Hereditaments, comprised in the said Term of Five hundred Years, but subject and without Prejudice to the said annual Sum, or yearly Rent Charge of Four hundred and fifty Pounds, with and for the Payment of any Sum or Sums of Money, not exceeding in the Whole the Sum of Ten thousand Pounds of British Money, with the Interest thereof from the Time of fuch Charge, unto and for the Benefit of any Person or Persons whomsoever, and for such Intents and Purposes as he the said Walter Savage Landor shall think fit; and for the more effectually securing and enforcing the Payment thereof, the said George Kinderley and William Domwille, their Executors, Administrators, or Assigns, shall and may stand possessed of, and interested in the said Term of Five hundred Years, (but subject and without Prejudice as aforesaid), in Trust for such Person and Persons to or for whom, or to or for whose Use the said Sum of Ien thousand Pounds, or any Part thereof, shall or may be charged or directed to be raised, or made payable, and his, her, or their Executors, Administrators, and Assigns, or the said Term may be assigned and disposed of so and in such Manner by way of Mortgage or otherwise, as shall be deemed most advisable for effectuating the Intentions of the said Walter Savage Landor in this respect.

Power for Walter Savage Landor and other Tenants for Life in Poffession to make Jointures.

VI. And it is hereby further enacted, That it shall and may be lawful to and for the said Walter Savage Landor, at any Time during his Life, and after his Decease, to and for the said Charles Savage Landor and Henry Ayres Landor, in case and when and as they shall respectively be in Possession of the aforesaid Manors, Messuages, Farms, Lands, Tenements, and other Hereditaments, hereby limited as aforefaid, situate in the several Counties of Monmouth and Hereford, or one of them, by any Deed or Deeds in Writing, to be by him or them executed in the Presence of Two or more credible Witnesses, (but subject nevertheless and without Prejudice as aforesaid) to grant, limit, or appoint unto or to the Use of any Woman or Women he or they may respectively marry, for the Life or Lives of fuch Woman or Women, and either before or after Marriage, any yearly Sum or Sums of Money not exceeding the yearly Rent Charge of Five hundred Pounds, clear of all Taxes and Deductions whatsoever, to be isfuing out of and charged upon all or any Part of the said Manors, Farms, Lands, Tenements, and Hereditaments last-mentioned, with Powers of Distress and Entry, and a Term of Years, and other usual Provisions for the effectually securing the same Rent Charge, provided that not more than one Jointure shall take Effect, and have Existence at one Time.

Extinguishiment of Power of Jointuring given by the Will of John Norris.

VII. Provided always, and it is hereby further enacted, That the Powers of jointuring by the aforesaid Will of the aforesaid John Norris, given to the faid Walter Savage Landor, Charles Savage Landor, and Henry Ayres Landor, over the Whole of the aforesaid Estates in Warwickshire, thereby devised, and also the Power thereby given to the said Elizabeth Landor, of making

making a Settlement upon any future Husband or Husbands out of the same Estates, shall from and after the passing of this Act be utterly annihilated and extinguished.

VIII. And it is also further enacted, That it shall and may be lawful to and Power for for the said Walter Savage Landor, at any Time or Times during his Life, Tenants for Life in Posand from and after his Decease, to and for the said Charles Savage Landor session, to and Henry Ayres Landor, in case and when and as they shall respectively grant Leases come into and be in the actual Possession of the said Manors, Messuages; for 2.1 Years. Mill, Farms, Tithes, Lands, Tenements, and Hereditaments, fituate in the said Counties of Monmouth and Hereford, by Indenture, under their respective Hands and Seals, to demise or lease the same Manors, Messuages, Farms, Mill, Tithes, Woods, Lands, Tenements, and Hereditaments, or any Part or Parts thereof, unto any Person or Persons for any-Term-or Number of Years, not exceeding Twenty-one Years in Possession, and not in Reversion, Remainder, or Expectancy, so as upon every such Lease there be made payable and reserved during the Continuance thereof respectively; the best improved yearly Rent that can reasonably be had for the fame, without taking any Sum or Sums of Money, or other Thing by Way of Fine or Income for or in respect of such Lease or Leases, and so as none of the said Leases be made dispunishable of Waste by any express Words therein to be contained, and so as in every such Lease there be contained a Clause of Re-entry for Non-payment of the Rent or Rents to be the rebyrespectively reserved, and so as the Lessee or Lessees to whom such Lease or Leafes shall be made shall seal and deliver a Counterpart or Counterparts,

of fuch Leafes." 1X. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to the Persons entitled to the aforesaid Mortgages for Twelve thousand Pounds and Two thousand Pounds, and Interest, and their respective Executors, Administrators, and Assigns, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the faid Elizabeth Landor, and also the said Walter Savage Lander, Charles Savage Lander and Henry Ayres Lander, and their several and respective first and other Son and Sons, and the Heirs Male of the Body and Bodies of fuch Son and Sons, and other than and except the faid Robert. Ayre Landor, and the Heirs Male of his Body, and the Trustees under the Will of the said John Norris, for preserving Contingent Remainders, their Heirs and Assigns, and other than and except all and every other Person and Persons whomsoever, having or claiming, or who shall hereaster. have or claim any Estate, Right, Title, or Interest, in the aforesaid Hereditaments in the Parish of Tachbrook in the County of Warwick, under the faid Will of the faid John Norris, and also other than and except the Heiss. and Assigns of the said Walter Savage Landor,) all such Estate, Right, Title, Interest, Claim, and Demand, of, in, to or out of the said Manors, Messuages, Lands, and other Hereditaments, hereby vested and settled as aforesaid, asthey, every, or any of them, had before the palling 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 Printed Copy; Printer to the King's most Excellent Majesty, and that a Copy thereof so of Act to be printed, shall be admitted as Evidence thereof, by all Judges, Justices, and Evidence. others.

[Loc. & Per.]

## The First Schedule referred to by this Act.

Names of Ground.		Admea	furement.
	·	Α.	R. P.
Cottage and Garden -	-	0	<b>1</b> 3.
Cock Close -	-	0	2 31
Old Homestall	**	0	28
The Coneygreen -	-	01	I 24
The Hill Low -		II	1 28
Calves Close -	_	2	3 23
Great Low -	1	16	2 I
Greenswood Low -		12	0 33
Great Rye Close -	-	15	2 15
Knob Close -	-	14	<b>2</b> 34
Muck Ground -	-	IO	3 35
Middle Low -	-	11	2 12
Little Hill	•	6	1 19
First Low -	•	14	0 35
Three Pools Close -	-	10	3 6
Long Ridgeley	_	9	0 16
Long Ground -	=	10	3 8
Further Marl Pit Close -	-	11.	0 6
Three cornered Close	-	13	2 25
Eight Acres	-	8	2 20
Colesworth Close -	-	9	I I5
Daizey Ground -	-	9	3 3
Grass Pleck -	•	12	2 22
Marl Pit Ground	-	10	3 22
The Park -	,,,	22	3 7
Further Heath -	•	17	0 13
Rowley Oak Piece	-	13	3 32
Wood Corner Close	-	8	3 22 .
Eight Acres Ground -	-	9	0 34
Little Rye Close -	-	3	2 35
Orchard and Garden -	-	0	2 39
House, Buildings, Fold, and Rick Yard Rick Yard Close	<b>/m</b>	0	2 10
			0.00

Names of Gro	Admeasurement				
				A.	R. P.
Four Acres Close	-	<b>*</b>	77	4	<b>6</b> 14
Five Acres Close -	<b>83</b> 1		**	4	2 24
Coney Meadow	•	)	<b></b> `	3	O IÍ
Lower Meadow -	. <b>k</b> a	4.2	-	6	2 33
Plantation West of Great Rye C	lose	**	-	0	9 21
Plantation adjoining Further Mai		-	-	0	2 ĭ 3
Plantation adjoining Three Pools	Close	<b>~</b> ·	•	0	0 30
Plantation at Rowley Oak	-		_	0	0 31
Plantation near the Toll Gate	-	- -	· .	10	o 8
Lane from Tachbrook to Three F	Pool Close	-	-	0	1 16
Lane by Coney Meadow (planted			<b>*</b>	2	I 24
<b>1</b>				340	3 33

And all other the Lands, Tenements, and Hereditaments, late of the said John Norris, within the Parish of Tachbrook aforesaid, devised as aforesaid, by his said Will-

	Present Rent.	Estimated annual Value-		
Now let to George Commander, from Year to Year, (except the Plantations which are in Hand) at the yearly Rent of Yearly Land Tax payable thereout by the	£. s. d. 450 0	£. s. d. 5700		
Proprietor	19.20	1920		
	430 18 0	550 18		

The Value of the Timber on the above Estate is - £. 1,036 7 6

Henry Robbins Surveyor.

### The Second Schedule referred to by this Act.

			•		
Description of Premises mortgaged to Sir Mack Wood, Bart.	Tenants Names.	Admeasurement.	Present Rents.	Estimated Annual Value	Remarks.
The Manors of Cwmyoy and Lanthony, with the Royalties	In Hand.	A. R. P.	L. s. d.	£. s. d.	
Chief Rents yearly The Advowsons Nomina-7				ņ	
tion and Rights of Pa-   tronage to the Curacies   or Chapelries of Cwm-					
yoy and Lanthony - J. The Scite of the late dif-					
folvedPriorycalledLan- thony Abbey Part of the Old Orchard -	In Hand.	0 3 2	, ,		
Croft Coed Ychaf Gwrlod Pen Lanerth -		3 0 0		5I 3 0	ئ
Ynis - Tylley (Woodland) -		3 0 0 4 0 0			
Coed (Wood) The Grove Great Wood		40 0 0 0 1 3 0 37 J 44 0 25 }			
Two Meadows called Caie Bach	· · · · · · · · · · · · · · · · · ·	6 0 10	***************************************	40 0 0	Under a Leafe, 9 Years.
The Court Farm - The Mill, Mill-house, Gar- den, and 12 Piaces of Land	Daniel Moseley	197 3 5 34 2 32	207 • 0	300 O C	of which were unex- pired the 2d February 1809.
The Sharple or Sharphall Farm		or 3. 2	47; 0 0	56 0.0	Tenant from Year to Year.
The Whirrall Three Pieces of Land taken off the Court Farm	Benjamin and John } Smith	29 3 367 20 0 20 >	6.5. o: 0	94 0 0	Years, 9 of which were unexpired the 2d Day of February 1809.
Ty Isha and Ty Ucha The Footway Farm Three Pieces of Land taken off the Court	Thomas Jones -	75 I I3 52 I 32 51 2 6	16 0 0	8200	Tenant from Year to Year.
Farm )	John Williams -	141. 3.12	79 0. 0	II2 0. 0	Under a Lease for 14. Years, 9 of which were unexpired the 2d February
Graigg Ddeon Farm		42 Z 3)			c ary 1809
Ynis and Ynis Ddowell Skibbor Newydd Farm Trodrywhene Farm -	John Thomas -{ Walter Pritchard	27 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	40 0 0	78 0 0 52 0 0	Tenant from Year to Year.
Nant y gwthiel Farm Bradley	John Trumper -	66 0 26 20 I 6	67 4 0	100 0 0	Years, 9 of which were unexpired on the 2d
Dole Gilbert. Pencastiff  Noyadd Lwydd Farm		7 3 13)			Under a Lease for 14.
Ty Cennol Tillarth Farding	John Watkins	5? 2 7 48 2 5 18 0 1	80 0	93 0 0	Years, 6 of which were unexpired on the 25th December 1808.  (Under: a Lease for 14.
Ty hunt-ir-bwlch, Blaen nyoy, and fart of Dyna Arthur	John Williams -	68 0 9	5 t 0 0	68 0 0	Years, 9 of which were unexpired the 2d Febru-ary 1809.
The Shop Farm, and Fart of Penyrhewl - J	VVIIIIAUI IJAVIS	100 3 6 }	5 0 6		Under a similar Lease.
Ferthy Cron Farms:  Ty Cennol  B.aenyoy Vaur Farm	Thomas Powell { Thomas Powell {	37 3 9 } 46 1 5 }	35 0 0	25 0 0	Tenant from Year to Year.  Tenant from Year to Year.
Pari of Blaenyoy Vach Coed Farm Dwelling House and 14 Pieces of Land	David Pritchard The Rev. Roger Davies	38 I I2 7 2 3I	35 0 0 25 0 0 17 0 0	35 0 0 29 0 0	T. and from Voor to Voor
No thanks and here are seen "a		j			1

Description of Premises.	Tenants Names.	Admeasurement.	Present Rents.	Estimated Annual Value.	Remarks.
A Cottage used as a Pub.	George Watkins -	A. R. P.  10 0 12  88 2 10  49 0 24  34 0 9  11 3 36  46 2 36  28 2 37  0 1 5	£. s. d.  10 0 0  125 0 0  25 0 6	£ 5 d, 12 0 0  137 0 0  35 0 0  28 0 0	Under a Lease for 14.
Cottages at the Church -	lately John Jones Lewis Henry Jones James Pembridge Janet Bevan David Davis fenior David Pritchard David Davies junior John Pritchard John Proffer Mary Probert	3 0 0	2 2 0 0 15 0 0 2 6 1 1 0 0 10 6 0 2 6 0 2 6 0 5 0 0 10 6 1 0 0	4 0 0 0 15 0 1 10 0 1 10 0 1 10 0 2 0 0 2 0 0	
The Tithes, both great and fmall, arising from and out of the Manors aforesaid, exclusive of the Farms and Lands comprised in this Schedule  Tithe of Cwmbuchill Farm		1,767 0 34	76 0 0	1,593 3 O	
			1,180 3,0	1,751 12 6	

All which several Farms, Lands, Tenements, and Hereditaments, are letten with the Tithes both Great and Small arising from and issuing thereout respectively, and subject to the Land Tax payable in respect thereof.

The Timber and Trees on the above Estate amount in Value to the Sum of £2,750, or thereabouts.

#### YEARLY PAYMENTS.

Land Tax Stipend to the Incumbent or Curate, of the perpetual Curacy or Vicarage of Cwmyoy Stipend to the Curate or Incumbent of the perpetual Curacy of Lanthony Chapel Rent Charge payable to his Grace the Duke of Leeds	-		. d.	_
		130 C	<b>,</b> 9	<u>r</u>

					<del></del>		
Names of Property held by Copyhold Grant for a Life or Lives.	Names of Tenants.	Admeasurement.	Number of Lives.	Ages (more or less.)	Reserved Rents.	Estimated Annual Value on Expiration of Lives.	Observations.
The Two Properties -	John Powell -	A. R. P. 46 3 7	One	78	£ s. d. 6 to	£ s. d.	House and Outbuilding
	John Lewis Smith	6 1 24	One	52	— I —	5 2 -	House and Beasthouse.
Tyn y drain and \ Cae Dringhall - \}	Thomas John -	17 1 13	Two {	61 and an Assignee	} - 2 2	11 12 -	House and Outbuilding
Pen-y-laine -	William Williams	23 3 15	One.	43	4 4	19 11 —	Do.
•	James Eckley -	21 3 15	One	3'3	<b>— 2</b> 2	15 6 -	Do.
Lwynbadarn or Pen- } yr-wrold }	Walter Vaughan -	32 2 16	One	47	6 0	23 16	
Saunders's -	William Watkins -	25 3 11	One	65	4 4	1	{ House, Barn, and Ot buildings.
Nant-y-Carne -	Thomas Parry -	39 1 2	One	25	- 8 8	[	House and Outbuildin
Nefe and Bradley -	John Watkins -	26 3 31	One	56	I I -	22 2	{ House, Barn, and Obuildings.
Loxid -	Sarah Davis -	2 3 34	Two {	76 and One Affignee -	} - 5 -	3	A Cottage.
Ty Charles -	Joan Williams -	28 3 34	Two {	58 and One Assignee-	} - 2 -	23 16	A fubstantial Horand Outbuildings.
Ty Charles or Bal- } lards Ty Charles	Same -	11 3 8	Two {	58 and One Assignee -	}	9 7 -	{ Small House and On house.
Graigge Ddee -	Margaret Hopkins	25 2 30	Two {	74 and One Allignee -	} - 3 2	15.19	{ House, Barn, and One building.
Pentrebach -	William Baghott -	22 2 34	One	2.7	- 6 6	18 14	{ Farm House and Ou buildings.
Henellan Ucha	Thomas Lewis -	38 3 14	One	27	- 9 8	24 4 6	House and Outhouse.
Pen-y-Gare -	Thomas Price -	26 2 33	One	75	- 4 -	II I —	Do.
Cot on the Gare -	George Parry -	5 1 35	One	61	_ I	3	Small House.
on the Gare	William Price -	FI 3 3	One	58	- I	5 2	Small House and O house:
on the Gare -	Gwillim Powell -	25 1 22	Three {	78 and Two Allignees	} - 1 -	tr 1 -	{ House and suita Outbuildings.
Forest Land granted -	Gwillim Powell -			,			Rent included in above Grant.
		9 0 30	One	6 r	2	5 2 -	Small House and O buildings.
Hendy on Hatrell \ Hill >	William Morgan -	r 1 36	One		2	2	Part of a House.
The Darren and Land called Lly-daddyew or Llu-gardyew	Hannah Proffer - {	35 ° 5	Two	76 and One Affignce			House and Barn.
Darren -	John Watkins -	. 35 3 7 5	1	62	1	1	{ House, Beasthouse, Buildings.
Troedrhugoy -	John Proffer	63 2 X2	Two {	76 and One Assignee	2 - 11 16	53 11 -	- { House and suita
Rhyd-yr-ynw	James Prosser	41 1 10	One	70	- 10	34	Farmhouse and Bu
Ty Draw	Thomas Jones	14 1 17	Two {	63 and On Allignee		9 11 -	-
•		652 0 36			6 11	482 8	6

## 49 GEORGII III. Cap. 98.

A STATE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN	<del>                                      </del>	1					•
ames of Property held by Leases (subject to Tithes both great and small.)	Names of Tenants.	dmeafurement.	Number of Lives.	Ages (more or lefs.)	Referved Rents.	Estimated Annual Value on Expiration of Lives.	Observations.
'yn y Coed and Vishan	David Prichard -	A. R. P. 96 I 2	Two	50, 26	£ s. d.	£ s. d.	{Farm House and suit- able Buildings.
	William Price -	2I 2 7	Three	50, 36, 39	<u> </u>	15 6 —	Da.
•	William Watkins -	52 3 37	Two	70, 28	2	44 4	Do.
	David Watkins -	23 2 6	Three	60, 28, 20	IO	16 14 -	Do.
_	Elizabeth Price -	52 x 36	Two	20, 27	2	44 4	Do.
	John Morgan	49 0 14	Three	63, 28, 25	- 7 10	41 13 -	Do.
	Jane Lewis -	1.I 3 24	Two	48, 27	_ 2 _	9 7 —	Do.
•	Ann Price -	I 126	One	77		- I5 -	An old House.
Teer-Hewl-y-Park -	James Thomas -	18 0 5	Two	77, 24	_ 2 8	15 6 -	{ A Farm House and Out-buildings.
Gwenlluans -	David Oliver -	8 0 4	One	53	- r 6	5 10 -	{ A small House and Beast House.
Cae Brink • •	Same -	2 3 16	One	63	- I -	3 — —	A small House.
Hwlwm,	Edward Williams -	\$ 3 23	Two	79. 59	I	6 10	{ Small House and Out house.
Henellan or Henel- lan Planyr Kellan or Pennymunith	>  wimam Bagnott -	55 3 IS	One	27	IO	46 15	{Farm House and Out building.
•	Ann Jones -	43 I I8	Two	55, 26	- 10 -	36 11 —	Do. Do.
Brimfrishty or Pen-	Mary Powell -	- 3 30	* Three	67, 47, 49	<u> </u>	. 2	Cottage and Orchard.
Vedow of Lloydgee	- William Gilbert -	40 3 10	One	60	- 4 4	25 10 -	House and Outbuilding
	William Pembridge	1 2 11	Two			- 3	Three Pieces of Land
		489 2 4			9 7	1 398 5 —	
	•		<del></del>	• .			

Amount of Land Tax payable yearly in respect of the above Lisehold Estates - 235 12 101

And the second s		<u>-,</u>	<u> </u>		······································
Description of Estates in Mortgage to R. Fredericks Esq.	Tenants Names.	Admeasurement.	Present Rent.	Estimated Annual Value.	Remarks.
A Farm called Llwyn   Kelyn or Llwyn Celon,   comprising a House,   Buildings, and I wenty three Closes of Land - ]	Williams Widow -	A. R. P. 148 3 29	£ s. d.	£ s. d.	
A Farm called Blaen you vach, comprising a House, Buildings, and Fifteen Closes of Land	David Thomas	30 2 7	15	20	
A Farm called Pen y werne, comprising a House and Eleven Pieces of Land	David Powell -	55 I 137	45. 7. 6	.50	- -
A Farm called Slatog, comprising a House, Buildings, and Five Pieces of Land		6 0 29			
•		240 3 38	155 7 6	200	

All which Estate and Farms are let and demised with the Tythes both Great and Small, arising therefrom, and subject to the Payment of the Land Tax, amounting to the Sum of  $-\mathcal{L}_7$ .14  $6\frac{1}{2}$ .

Henry Robbins Surveyor.

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