



ANNO QUINQUAGESIMO QUARTO

GEORGI III. REGIS.

Cap. 129.

An Act for vesting certain Messuages and Farms, situate in the County of *Warwick*, Part of the Estates devised by the Will of Sir *Charles Henry Talbot* Baronet, deceased, in Trustees, in Trust, to convey the same to the most Honourable *Francis Ingram Seymour Conway*, Marquis of *Hertford*, upon Payment by him of Fifteen thousand Pounds for the Purchase of the same, and for investing such Money in the Purchase of other Estates to be settled in lieu thereof, and to the same Uses. [17th June 1814.]

WHEREAS Sir *Charles Henry Talbot*, late of *Mickleham*, in the County of *Surrey*, Baronet, by his last Will and Testament, in Writing, bearing Date the Nineteenth Day of *August*, in the Year One thousand seven hundred and ninety-six, executed and attested in such Manner as the Law prescribes for rendering valid Devises of Real Estates, after devising and bequeathing certain Freehold and Copyhold Estates in the said County of *Surrey*, and certain Leasehold Estates in the County of *Middlesex*, in Manner in the said Will expressed, gave and devised all and singular his Freehold Messuages, Farms, Lands, Tenements, and Hereditaments situate at *Nottingbarns* and *Bayswater* and elsewhere in the County of *Middlesex* (but subject nevertheless to and charged with such Annuities or yearly Sums as he should by any Codicil or Codicils to his Will direct to be paid thereout), and also all those his Freehold Farms, Lands, Tenements and Hereditaments called the *Castle Meads*, near the City of *Gloucester*; and also all those his Freehold Lands situate at *Wygold*, near *Cirencester*, and elsewhere in the County of *Gloucester*; and also all his Freehold Lands, Tenements, and Hereditaments situate at *Wichbold* or elsewhere in the County of *Worcester*; and also all his Lands, Tenements, and Hereditaments situate at *Bidford* and *Bevington* or elsewhere in the County

Will of Sir Charles Henry Talbot, 19th Aug. 1796.

[Loc. & Per.]

26 P

of

of *Warwick*; and also all his Freehold Farm, Lands, Tenements, and Hereditaments in the Parish of *Nutfield*, in the said County of *Surrey*, and all other his Freehold Lands, Tenements, and Hereditaments in the Kingdom of *Great Britain*, not therein-before by him specifically devised, unto his Son *Charles Talbot* (afterwards *Sir Charles Talbot*), and his Assigns, for the Term of his natural Life, without Impeachment of Waste; Remainder unto *Jerroise Clarke Jerroise* of *Belmont*, in the County of *Southampton*, Esquire, and *Morgan Thomas* of *Norfolk Street*, in the Parish of *Saint Clement's Danes*, in the County of *Middlesex*, Gentleman, and their Heirs, during the natural Life of his said Son *Charles Talbot*, in Trust, to preserve Contingent Remainders; Remainder to the First and every other Son of the Body of his said Son *Charles* lawfully to be begotten, severally and successively, and according to Seniority in Tail Male; Remainder to his the said Testator's youngest Son *George Talbot* (now *Sir George Talbot*) for the Term of his natural Life, without Impeachment of Waste; Remainder to the same Trustees and their Heirs, during the natural Life of the said *George Talbot*, in Trust, to preserve Contingent Remainders; Remainder to the First and every other Son of the Body of the said *George Talbot* lawfully to be begotten, severally and successively, and according to Seniority in Tail Male; Remainder to the Heirs of the Body of the Testator's said Son *Charles*, lawfully to be begotten; Remainder to the Heirs of the Body of the Testator's said Son *George*, lawfully to be begotten; and in Default of such Issue to his the said Testator's own Right Heirs; and the said Testator willed and directed, that it should be lawful to and for his said Sons *Charles* and *George* respectively, when and as they should respectively be in Possession of the said devised Estates, to demise, lease, or grant all or any Part of the said Estates for any Term or Number of Years not exceeding Twenty-one Years: And whereas the said *Sir Charles Henry Talbot* departed this Life in the Month of *June* in the Year One thousand seven hundred and ninety-eight, without having revoked or altered his said Will, and without having made any Codicil thereto, leaving the said *Sir Charles Talbot* his eldest Son and Heir at Law, upon whom the Reversion in Fee Simple of and in the said devised Estates thereupon descended; and soon after the Death of the said Testator his said Will was proved by his Widow, *Dame Anne Talbot* (since deceased), the sole Executrix thereof, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Sir Charles Talbot* made and published his last Will and Testament, in Writing, bearing Date the Fourteenth Day of *October* in the Year One thousand eight hundred and two, executed and attested in such Manner as the Law prescribes for rendering valid Devises of Real Estates, and thereby gave and devised to his Mother, the said *Dame Anne Talbot*, and *William Manley* of *Bedford Row*, Esquire, all his the said Testator's Freehold Estates which he was possessed of or entitled unto, upon Trust, that the said *Dame Anne Talbot* and *William Manley*, or the Survivor of them, or the Heirs or Assigns of such Survivor, should, with all convenient Speed after his Decease, sell and dispose of his said Freehold Estates in such Manner as such Trustees or Trustee thereof for the Time being should think fit; and the said *Sir Charles Talbot* directed that his said Trustees and Trustee should, out of the Money which should arise and be received from such Sale of his said Freehold Estates, and from his Goods and Chattels and other Effects thereby directed to be sold, pay his Debts, Funeral Expences, and the several Legacies given by his said Will; and as to the Rest and Residue of the said Monies he gave and bequeathed the same, and all other his Real and Personal Estate whatsoever, which should remain after such Payments as aforesaid, unto his Sisters, *Amelia Talbot*, *Catherine La Borde* (now the Wife of *John Cotton* Esquire), and

Will of Sir
Charles Tal-
bot, 14th Oct.
1802.

Anne Talbot, their Heirs, Executors, Administrators, and Assigns; and he appointed the said Dame *Anne Talbot* and *William Manley* joint Executors of his said Will: And whereas the said Sir *Charles Talbot* departed this Life in the Month of *November*, in the Year One thousand eight hundred and twelve, a Batchelor, and without having revoked or altered his said Will, and soon after his Decease his said Will was proved by the said *William Manley*, the surviving Executor thereof, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas upon the Decease of the said Sir *Charles Talbot*, the said Sir *George Talbot*, the Second Son of the said Sir *Charles Henry Talbot* deceased, entered into the Possession and Receipt of the Rents and Profits of the said Hereditaments so devised by the said Will of the said Sir *Charles Henry Talbot*, to the Uses and in Manner aforesaid, as Tenant for Life thereof, under the same Will, and is now in Possession of the said Estates: And whereas the said Sir *George Talbot*, on the Fourteenth Day of *May*, in the Year One thousand seven hundred and eighty-seven, intermarried with *Anne Preston* Spinster, and hath Issue by such Marriage Three Children, Two Daughters and One Son, namely, *Mary Anne Talbot* and *Georgiana Charlotte Talbot*, who hath severally attained their respective Ages of Twenty-one Years, and *Charles William Talbot*, who is an Infant of the Age of Eighteen Years or thereabouts, and is the First Tenant in Tail in being of the said Estates so devised by the said Will of the said Sir *Charles Henry Talbot* in Manner aforesaid, under the Limitations contained in the same Will, and the said Sir *George Talbot* is the next and only other Tenant in Tail, in being, of the said Estates under the Limitations contained in the said Will: And whereas Part of the Estates devised by the said Will of the said Sir *Charles Henry Talbot*, in Manner aforesaid, consist of a Freehold Messuage and Farm situate at *Bewington*, in the Parish of *Salford*, in the said County of *Warwick*, and of a Messuage and Farm, Part Freehold and Part Copyhold, situate in the Parish of *Bidford*, in the same County, and the said Two Farms lie remote from each other and are the only Estates in the said County of *Warwick* devised by the said Will: And whereas by Articles of Agreement, bearing Date the Twentieth Day of *January* last, the said Sir *George Talbot* did agree with the Most Honourable *Francis Ingram Seymour Conway* Marquis of *Hertford*, to sell to him the Fee Simple and Inheritance in Possession, free from Incumbrances (except such as are mentioned in the Schedule to the said Agreement), of and in the said Messuages and Farms situate in the said County of *Warwick*, with the Timber growing thereon, for the Sum of Fifteen thousand Pounds; and the said *Francis Ingram Seymour Conway* Marquis of *Hertford* did thereby agree to pay the said Sum of Fifteen thousand Pounds as and for the Consideration for the Purchase of the said Messuages and Farms; and the Parties to the said Agreement did thereby agree to use their best Endeavours to procure an Act of Parliament to be passed, whereby or under the Provisions whereof the said Messuages and Farms, upon Payment by the said *Francis Ingram Seymour Conway* Marquis of *Hertford*, his Heirs, Executors, Administrators, or Assigns, of the Sum of Fifteen thousand Pounds in such Manner as by the said Act should be directed, might become vested in, or conveyed and surrendered respectively to the said *Francis Ingram Seymour Conway* Marquis of *Hertford*, his Heirs and Assigns, or as he or they should direct, freed and discharged from the Uses, Estates, Intails, Remainders, Limitations, Trusts, Charges, Powers, Provisoos; and Declarations in and by the said Will of the said Sir *Charles Henry Talbot*, limited and declared concerning the same Premises; and the said *Francis Ingram Seymour Conway* Marquis

20 Jan. 1814.
Articles of Agreement for Sale of the Two Farms in Warwickshire to the Marquis of Hertford.

Marquis of *Hertford*, did thereby agree that he, his Heirs, Executors, Administrators, or Assigns should and would, as soon as the said Messuages and Farms should by virtue of the said Act have become vested in or conveyed and surrendered to him or his Heirs, or such Person or Persons as he or they should appoint, pay all the Costs, Charges, and Expences which should have been incurred in preparing and executing the said Agreement now in recital, and in preparing and furnishing the Abstract, and making a good Title to the said Messuages and Farms; and also all the Costs, Charges, and Expences which should have been incurred in preparing the Petition for, and in preparing, soliciting, obtaining, and passing such Act of Parliament; and of preparing and executing any Conveyances, Surrenders, and Assurances of the said Messuages and Farms to the said *Francis Ingram Seymour Conway* Marquis of *Hertford*, his Heirs or Assigns, or to any Person or Persons by his or their Direction, and all other Costs, Charges and Expences to be incurred or sustained in carrying the said Agreement into Effect: And whereas it would be highly beneficial to the said Sir *George Talbot* and the said *Charles William Talbot*, and to all other Persons claiming or to claim under the Devises, Limitations, and Trusts contained in the said respective Wills of the said Sir *Charles Henry Talbot* and Sir *Charles Talbot*, that the said Messuages and Farms in the said County of *Warwick*, should be vested in Trustees to carry into Effect the said recited Contract with the said *Francis Ingram Seymour Conway* Marquis of *Hertford*, and that the said Purchase Money of Fifteen thousand Pounds should be invested in the Purchase of other Lands or Hereditaments to be settled in lieu of the Estates so contracted to be sold, and to the same Uses, and upon the same Trusts; but by Reason of the Minority of the said *Charles William Talbot*, and of the Devises and Limitations contained in the said recited Will of the said Sir *Charles Henry Talbot*, the Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject, the said Sir *George Talbot*, on Behalf of himself and his Infant Son the said *Charles William Talbot*, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the Messuages, Farms, and Lands herein-before mentioned to be situate in the said County of *Warwick*, with their and every of their Rights, Members, and Appurtenances, and which Messuages, Farms, and Lands are particularly mentioned and described in the Schedule to this Act annexed, shall, from and immediately after the passing of this Act, be settled upon and vested in, and the same are hereby absolutely settled upon and vested in *John Lowe* of the *Inner Temple*, *London*, Gentleman, and *William Lowe* of the same Place, Gentleman, their Heirs and Assigns for ever, freed and absolutely acquitted, exempted, and exonerated, of, from, and against all and singular the Uses, Estates, Intails, Remainders, Limitations, Charges, Trusts, Powers, Provisoos, and Declarations in and by the said Wills of the said Sir *Charles Henry Talbot* and Sir *Charles Talbot* respectively; or either of them, limited, expressed, or declared, of and concerning the same respectively; but nevertheless, upon Trust that they, the said *John Lowe* and *William Lowe*, or the Survivor of them, or the Heirs and Assigns of such Survivor, do and shall, and they and he are and is hereby empowered and directed, upon Payment in Manner herein-after mentioned, of the Sum of Fifteen thousand Pounds, the Purchase Money agreed to be given by the said *Francis Ingram Seymour Conway* Marquis of *Hertford*, for the Purchase
of

The Two Farms in Warwickshire, mentioned in the Schedule, shall be vested in Trustees, in Trust, on Payment of the 15,000l. Purchase Money into the Bank of England, to convey the same to the Marquis of Hertford.

of the Fee Simple and Inheritance of the said Messuages, Farms, Hereditaments, and Premises, to convey, surrender and assure the same Messuages, Farms, Hereditaments, and Premises to and to the Use of the said *Francis Ingram Seymour Conway* Marquis of *Hertford*, his Heirs and Assigns, or as he or they shall direct or appoint, freed, acquitted, exempted, and exonerated as aforesaid.

II. And be it further enacted, That the said Purchase Money or Sum of Fifteen thousand Pounds shall be paid by the said *Francis Ingram Seymour Conway* Marquis of *Hertford*, his Heirs, Executors, Administrators, or Assigns, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, *ex parte* the Purchaser of the Estates in the County of *Warwick*, devised by the Will of Sir *Charles Henry Talbot* Baronet, deceased, pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of His late Majesty King *George* the First, Chapter the Thirty-second, and the General Orders of the said Court, without Fee or Reward, according to the Act passed in the Twelfth Year of the Reign of His late Majesty King *George* the Second, Chapter the Twenty-fourth; and that the Certificate of the said Accountant General, together with the Receipt of the Cashier of the Bank of *England*, to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank by the said *Francis Ingram Seymour Conway* Marquis of *Hertford*, his Heirs, Executors, Administrators, or Assigns, of the said Sum of Fifteen thousand Pounds shall be a good and sufficient Discharge to the said *Francis Ingram Seymour Conway* Marquis of *Hertford*, his Heirs, Executors, Administrators, and Assigns, for the said Purchase Money; and that upon the Filing of such Certificate and Receipt the said *Francis Ingram Seymour Conway* Marquis of *Hertford*, his Heirs, Executors, Administrators, and Assigns, shall be absolutely acquitted and discharged of and from the same Purchase Money, and shall not be answerable for any Loss, Misapplication, or Non-application thereof, or of any Part thereof.

The Purchase Money to be paid into the Bank of England, pursuant to the Act of 12 G. 1. c. 24.

Accountant General's Certificate, &c. to be good Discharge.

III. And be it further enacted, That the said Sum of Fifteen thousand Pounds (after deducting such Costs, Charges, and Expences, if any, as shall be directed to be paid or allowed thereout, as herein-after mentioned) shall, upon Petition to the said Court of Chancery, in a summary Way, by the said Sir *George Talbot*, or in case of his Death by the Person or Persons who under the said Will of the said Sir *Charles Henry Talbot* deceased, or otherwise, would, for the Time being, if this Act had not been made, be beneficially entitled in Possession to the Messuages, Farms, and Hereditaments, hereby vested and settled as aforesaid, if such Person or Persons shall be of full Age; but if such Person or Persons shall be under Age, then by his, her, or their Guardian, or respective Guardians, during his, her, or their Minority, or respective Minorities, and under the Direction of the said Court, be laid out in the Purchase or Purchases of Messuages, Lands, Tenements, or Hereditaments to be situate in *England*, of a clear Estate of Inheritance, either wholly Freehold, or Freehold and Copyhold, such Copyhold not exceeding One-sixth Part of the Estates so to be purchased; and the Messuages, Lands, Tenements, or Hereditaments so to be purchased shall, thereupon, with all convenient Speed, be conveyed, settled, surrendered, and assured to, for, and upon such and so many of the Uses, Trusts, Intents, and Purposes, and under and subject to such and so many of the Powers and Provisoes in and by the said respective Wills of

Purchase Money to be laid out in the Purchase of other Estates to be settled to the same Uses.

the said Sir *Charles Henry Talbot* and Sir *Charles Talbot*, limited, expressed, and declared, of and concerning the Messuages, Farms, and Hereditaments hereby vested in Trust as aforesaid as shall be then subsisting or capable of taking Effect, or would have been subsisting or capable of taking Effect, if this Act had not been passed, or as near thereto as Circumstances will admit.

Purchase Money until invested in the Purchase of Lands to be laid out in Navy or Exchequer Bills.

IV. And be it further enacted, That the said Purchase Money which shall be paid into the Bank in the Name of the said Accountant General, in the Manner herein-before directed (or so much thereof as shall not be ordered by the said Court of Chancery to be applied in the Payment of Costs and Expences according to the Direction herein-after contained) shall, in the mean Time and until the same Money shall be invested in the Purchase of Lands, Tenements, and Hereditaments, be from Time to Time laid out in the Purchase of Navy, Victualling, or Exchequer Bills; and the Interest arising from the Money so laid out in the said Navy, 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, Victualling, or Exchequer Bills; provided that it shall and may be lawful for the said Court to make such General Order or Orders, or Special Order or Orders (if necessary), that whensoever the Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in the Course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in Exchange for those which are so in the Course of Payment as shall be effectual for enabling such Receipt in Exchange; and in that Event the Interest of the old Bills shall be laid out as before directed with respect to the Interest where the Bills are paid off; all which said Navy, Victualling, or Exchequer Bills, whether purchased or exchanged, shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases shall be found and approved as before directed, and until the same shall, upon Petition to be preferred to the said Court of Chancery in a summary Way, by or on Behalf of the Person or Persons who for the Time being would be entitled to the Rents and Profits of the Hereditaments so to be purchased (if the same were purchased) be ordered to be sold by the said Accountant General for the completing any such Purchase, in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of any such Navy, Victualling, or Exchequer Bills, which shall have been purchased as aforesaid, shall exceed the Amount of the original Purchase Money so laid out as aforesaid; then and in that Case only, the Surplus which shall remain shall be paid to such Person or Persons as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased in case the same had been purchased pursuant to this Act, or to the Representatives of such Person or Persons.

Disposal of Surplus Money.

Costs of the Act to be paid by the Marquis of Hertford.

V. And be it further enacted, That the Costs, Charges, and Expences of applying for and obtaining and passing this Act, and making and completing the Sale hereby authorized to be made to the said *Francis Ingram Seymour Conway* Marquis of *Hertford*, shall be paid and borne by the said *Francis Ingram Seymour Conway* Marquis of *Hertford*, his Heirs, Executors, Administrators, or Assigns.

Court of Chancery to order Payment of other Costs.

VI. Provided always, and be it further enacted, That it shall and may be lawful for the said Court of Chancery, from Time to Time, to make such Orders as that Court shall think fit, for taxing all Costs, Charges, and Expences

pences which shall be incurred in making the several Applications to the said Court in pursuance of this Act, and in investing all or any of the Monies which under this Act shall be paid into the Bank, in the Purchase of Lands and Hereditaments according to the Directions herein contained, or otherwise in carrying the Trust and Purposes of this Act (except such as relate to the Completion of the said Sale to the said *Francis Ingram Seymour Conway* Marquis of *Hertford*) into Execution; and also from Time to Time, if to the said Court it shall seem fit, for Payment of all such last mentioned Costs, Charges, and Expences as aforesaid, out of the Monies which shall be so paid into the Bank as aforesaid, or out of the Monies arising by Sale of the Navy, Victualling, or Exchequer Bills, to be purchased as aforesaid.

VII. And be it further enacted, That in the mean Time and until the said Purchase Money of Fifteen thousand Pounds shall be paid by the said *Francis Ingram Seymour Conway* Marquis of *Hertford*, his Heirs, Executors, Administrators, or Assigns, into the Bank of *England*, in Manner hereinbefore mentioned, they the said *John Lowe* and *William Lowe*, and the Survivor of them and his Heirs, shall permit and suffer the Rents and Profits of the said Hereditaments hereby vested in Trust as aforesaid, to be had, received, and taken by such Person or Persons as would respectively have been entitled to and ought to have received and enjoyed the same, in case this Act had not been made.

Rents to be paid to Persons entitled, till Purchase Money is paid.

VIII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, his, her, and their respective Heirs, Successors, Executors, Administrators and Assigns (other than and except the said *Sir George Talbot* and the said *Charles William Talbot*, and the Heirs Male of the Body of the said *Charles William Talbot*, and the Second and every other Son of the said *Sir George Talbot* hereafter to be born, and the Heirs Male of the Bodies of such respective Sons issuing, and the Heirs of the Body of the said *Sir George Talbot*, and the right Heirs of the said *Sir Charles Henry Talbot* deceased, and the Trustees in the said Will of the said *Sir Charles Henry Talbot* named, for preserving Contingent Remainders, and their Heirs; and the said *William Manley*, the surviving Devisee in Trust named in the said Will of the said *Sir Charles Talbot*, and his Heirs, and the said *Amelia Talbot*, *John Cotton* and *Catherine* his Wife, and *Anne Talbot*, and their respective Heirs, Executors, Administrators, and Assigns, and all and every other Persons and Person claiming or to claim any Estate, Right, Title, Trust, or Interest of, in, to, or out of the said Messuages, Farms, and Hereditaments hereby vested or settled as aforesaid, or any of them, under the said respective Wills of the said *Sir Charles Henry Talbot* and *Sir Charles Talbot*, or either of them, not being the Persons claiming under any Leases granted in pursuance of a Power of Leasing contained in the said Will of the said *Sir Charles Henry Talbot*), all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Premises hereby vested and settled as aforesaid, or any Part thereof, as they, every, or any of them had, before the passing of this Act, or could or might have held or enjoyed in case this Act had not been made.

Saving Clause.

IX. And be it further enacted, That this Act shall be printed by the several Printers to the King's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom; and a Copy thereof, so printed by any of them, shall be admitted as Evidence thereof, by all Judges, Justices, and others.

Public Act.

The SCHEDULE referred to by this Act.

	Present Rent.	Tenants Names.	Estimated Value.
	£ s. d.		£ s. d.
A Messuage and Farm, with the several Lands, Buildings, and Appurtenances thereto belonging, containing about One hundred Acres more or less, Tithe Free, situate at Bevington, in the Parish of Salford, in the County of Warwick, subject to a Lease for Seven Years from Michaelmas Day 1809.	175 0 0	Robert Woodward	6,055 3 4
A Messuage and Farm, with the several Lands, Buildings, and Appurtenances thereto belonging, containing about Eighty Acres more or less, Tithe Free, situate in the Parish of Bidford, in the said County of Warwick, subject to a Lease for Seven Years from Michaelmas Day, 1811; about Thirty-nine Acres of this Farm are Copyhold of Inheritance	180 0 0	William Wadley	6,865 6 0
		Value of the Timber on both Farms	422 18 0
		Total Value	£ 13,343 7 4

W. James.