



ANNO PRIMO & SECUNDO

VICTORIÆ REGINÆ.

Cap. 34.

An Act for authorizing the Sale and Exchange of the Real Estate devised by the Will of the Right Honourable *William Henry* Earl of *Rochford* deceased, and for the Application of the Produce thereof, and for authorizing the granting of Leases of the same Estate; and for other Purposes. [10th *August* 1838.]

WHEREAS the Right Honourable *William Henry* Earl of *Rochford* deceased duly made and published his last Will and Testament in Writing as by Law required for devising Real Estate, bearing Date the Eighth Day of *April* One thousand eight hundred and twenty-four, and thereby, after revoking all former and other Wills and Testaments by him at any Time theretofore made, and declaring that to be his last Will and Testament, he charged all his Manors, Hereditaments, and Real Estates therein-after devised to and with the Payment to the several Persons therein-after named of the several Annuities or yearly Rent-charges therein-after mentioned; (that is to say,) with the Payment of One Annuity or yearly Rent-charge of One hundred Pounds to Mrs. *Elizabeth Fountaine*, since deceased, then the Widow of the late Reverend

Earl of
Rochford's
Will, 8th
April 1824.

[*Private.*]

Thomas

Thomas Fountaine, during her Life; One Annuity or yearly Rent-charge of Fifty Pounds to Miss *Caroline Fountaine*, her Daughter, during her Life; One Annuity or yearly Rent-charge of Fifty Pounds to *John Garnett* and *Sarah* his Wife, the late Servants of his deceased Brother, during their Lives, and to the Survivor of them during his or her Life; and One Annuity or yearly Rent-charge of Fifty Pounds to his Coachman *George Girdler*, therein by Mistake called *George Girder*, during his Life; and he declared that the said several Annuities or yearly Rent-charges of One hundred Pounds, Fifty Pounds, Fifty Pounds, and Fifty Pounds should respectively be payable and paid by equal quarterly Payments in every Year; and after directing the first quarterly Payment of the said Annuities respectively to be made at the Expiration of Three Calendar Months next after his Death, and that a proportionable Part of each of the same Annuities should be paid up to and inclusive of the Day of the Determination thereof respectively, and after giving to the said Annuitants Powers of Distress for better securing their said Annuities, he the said Testator by his said Will gave and devised, and by virtue and in exercise of every Power in anywise enabling him in that Behalf appointed, unto the Reverend *Samuel Kilderbee* of *Great Glemham* in the said County of *Suffolk*, Doctor in Divinity, *Spencer Horsey Kilderbee* of the same Place (now *Spencer Horsey de Horsey*), Esquire, and *James Wenn* of *Ipswich* in the said County, Gentleman, since deceased, all and singular the Manors, Advowsons, Capital and other Messuages, Farms, Lands, Tithes, Hereditaments, and Real Estate whatsoever, situate, lying, and being and arising in the several Parishes of *Easton*, *Letheringham*, *Charsfield*, *Hacheston*, *Wickham Market*, *Trimley Saint Martin*, *Trimley Saint Mary*, *Walton*, *Felixtow*, *Falkenham*, *Kirton*, *Levington*, and Places extra-parochial within the Hundred of *Colnies* or elsewhere in the County of *Suffolk*, then belonging to him either in Possession, Reversion, Remainder, or Expectancy, in or over which he had any devisable Interest or Power of Appointment, with their and every of their Rights, Members, and Appurtenances, to hold the same several Hereditaments and Premises unto and to the Use of the said *Samuel Kilderbee*, *Spencer Horsey de Horsey* (then *Kilderbee*), and *James Wenn*, their Heirs and Assigns for ever, but nevertheless upon the Trusts therein-after expressed and declared of or concerning the same; (that is to say,) upon Trust for the Most Noble *Alexander Duke of Hamilton and Brandon* and his Assigns for his Life, without Impeachment of Waste; and from and immediately after his Decease, upon Trust for the Honourable *William Alexander Anthony Archibald Hamilton* commonly called Marquis of *Douglas and Clydesdale* (therein called *William Anthony Archibald Earl of Angus and Arran*), and his Assigns, for his Life, without Impeachment of Waste; and from and immediately after his Decease, upon Trust for the First Son of the Body of the said *William Alexander Anthony Archibald* Marquis of *Douglas and Clydesdale* to be lawfully begotten, and the Heirs Male of the Body of such First Son lawfully issuing; and on Failure of such Issue, upon Trust for the Second, Third, Fourth, Fifth, and every other Son of the Body of the said *William Alexander Anthony Archibald* Marquis of *Douglas and Clydesdale* lawfully to be begotten, severally, successively, and in Remainder one after another as they respectively shall be in Seniority of Age and Priority of Birth;

and the Heirs Male of the Body or several and respective Bodies of the same Sons and Son respectively lawfully issuing, every elder of such Sons and the Heirs Male of his Body issuing being always preferred to and to take before every younger of such Sons and the Heirs Male of his Body; and on Failure of such Issue, upon Trust for the Second, Third, Fourth, Fifth, and every subsequent Son of the said *Alexander Duke of Hamilton and Brandon* lawfully to be begotten, severally, successively, and in Remainder one after another as they respectively shall be in Seniority of Age and Priority of Birth, and the Heirs Male of the Body and respective Bodies of the same Son or Sons respectively lawfully issuing, every elder of the same Sons and the Heirs Male of his Body issuing being always to be preferred to and to take before every younger of the same Sons and the Heirs Male of his Body issuing; and on Failure of such Issue, upon Trust for the Honourable *Archibald Hamilton* commonly called Lord *Archibald Hamilton*, since deceased, the Brother of the said *Alexander Duke of Hamilton and Brandon*, and his Assigns, for his Life, without Impeachment for Waste; and from and immediately after his Decease upon Trust for the First Son of the Body of the said Lord *Archibald Hamilton* lawfully to be begotten, and the Heirs Male of such First Son lawfully issuing; and on Failure of such Issue, upon Trust for the Second, Third, Fourth, Fifth, and every other Son of the Body of the said Lord *Archibald Hamilton* to be lawfully begotten, severally, successively, and in Remainder one after another as they respectively shall be in Seniority of Age and Priority of Birth, and the Heirs Male of the Body or several and respective Bodies of the same Son and Sons respectively lawfully issuing, every elder of such Sons and the Heirs Male of his Body issuing being always to be preferred to and to take before every younger of such Sons and the Heirs Male of his Body issuing; and on Failure of such Issue, upon Trust for the Most Honourable *George Augustus Chichester* Marquis and Earl of *Donegal*, and his Assigns, for his Life, without Impeachment for Waste; and from and immediately after his Decease, upon Trust for the First Son of the Body of the said *George Augustus* Marquis and Earl of *Donegal* lawfully begotten or to be begotten, and the Heirs Male of the Body of such First Son lawfully issuing; and on Failure of such Issue, upon Trust for the Second, Third, Fourth, Fifth, and every other Son of the Body of the said *George Augustus* Marquis and Earl of *Donegal* lawfully begotten or to be begotten, severally, successively, and in Remainder one after another as they respectively shall be in Seniority of Age and Priority of Birth, and the Heirs Male of the Body or several and respective Bodies of the same Son and Sons respectively lawfully issuing, every elder of such Sons and the Heirs Male of his Body being always to be preferred to and to take before every younger of such Sons and the Heirs Male of his Body issuing; and on Failure of such Issue, upon Trust for his the said Testator's own right Heirs; and the said Testator thereby provided, and declared his Will and Mind to be, that if any Son of the said *William Alexander Anthony Archibald* commonly called Marquis of *Douglas and Clydesdale*, or the Second or any subsequent Son of the said *Alexander Duke of Hamilton and Brandon*, or any Son of the said Lord *Archibald Hamilton*, or of the said *George Augustus* Marquis and Earl of *Donegal*, should be born in his Lifetime, or in due
Time

Time after his Death, then and in every such Case the Estate in Tail Male therein-before devised to or in Trust for every such Son of and in his said Manors and Hereditaments and other Real Estate should absolutely cease, and in lieu and stead thereof he declared that the said Manors, Hereditaments, and other Real Estate should be held upon Trust for the respective Person whose Estate in Tail should so cease as aforesaid, and his Assigns, during his natural Life, and after his Decease upon Trust for the respective First and other Sons severally and successively according to their respective Seniorities in Tail Male; and the said Testator thereby declared his Will and Mind to be, that it should and might be lawful to and for the Trustees or Trustee for the Time being of that his Will, with the Consent in Writing of the Person or Persons who for the Time being should under the Trusts therein-before declared be entitled to the actual Possession or the actual Receipt of the Rents and Profits of the Freehold Hereditaments and Premises therein-before respectively devised, if such Person or Persons should be of full Age, and if such Person or Persons should be under the Age of Twenty-one Years, then at the Discretion and of the proper Authority of the said Trustees or Trustee during his, her, or their Minority or respective Minorities, to demise and lease the said Hereditaments and Premises or any of them, or any Part thereof, to any Person or Persons, for any Term or Number of Years whatsoever, not exceeding Twenty-one Years, in Possession, at the best yearly Rent that could or might be reasonably had or gotten for the same, without taking any thing in the Nature of a Fine, Premium, or Foregift, and every such Lease containing a Proviso for Re-entry on Nonpayment of the Rent thereby reserved, and a Covenant on the Part of the Lessee to pay the same, and the Lessee executing a Counterpart thereof respectively; and the said Testator thereby provided that his said Mansion House, and the Park and Lands thereto belonging, which the said Testator occupied therewith, and his Manors of *Wickham*, with its Members, and *Byng, Easton, Letheringham, Martley Hall, Hoo, Kettleburgh Charsfield*, and *Hoo Charsfield* should not be demised or leased under that Power separately from each other, and that in every Demise or Lease which should be made of the same the Tenant or Lessee thereof should covenant to make the said Mansion House the principal Place of the Residence of himself and Family, and to keep the same and the said Park and Lands in good Repair, Order, and Condition, and to exercise the Rights and Privileges attached or belonging to the said Manors respectively; and the said Testator thereby declared his Mind and Will to be, that in case his Personal Estate and Effects therein-after bequeathed should be insufficient for the Payment of all his just Debts, funeral and testamentary Expences, then and in such Case it should be lawful for the said *Samuel Kilderbee, Spencer Horsey de Horsey* (then *Kilderbee*), and *James Wenn*, or the Survivor of them, and the Heirs and Assigns of such Survivor, or the Trustees or Trustee for the Time being of that his Will, by and out of the Rents and Profits of the said Manors, Hereditaments, and Real Estate, or by mortgaging the same or any Part thereof, either in Fee or for any Term or Terms of Years, or by both or either of the said Ways or Means, or by any other reasonable Ways or Means, to raise and levy such Sum or Sums of Money as they or he should

should think proper to levy and raise for the Purpose of making good such Deficiency in his Personal Estate as aforesaid, together with the Costs and Expences of raising the same, and should apply the Monies so to be raised as aforesaid accordingly; and the said Testator thereby gave to the then Right Honourable the Countess of *Athlone* the Sum of Two hundred Pounds, to *William Gustauf Fredericke De Reede Ginkell*, *Lady Jemima Bentinck*, and *Lady Christiana Ginkell* the Sum of Two hundred Pounds each; and after giving certain Legacies therein mentioned, all of which have been long since fully paid and satisfied, or have failed to take effect, the said Testator directed the Sum of Five hundred Pounds (Part of his Personal Estate) to be placed out at Interest, and the Interest thereof to be paid to *Mrs. Anne Barrell* of *Wickham Market* for her Life, and after her Decease the Interest to be paid to her Daughter *Magdalen Barrell* for her Life; and as to his the said Testator's Leasehold Messuages or Tenements situate in *Bruton Street* and *Charles Street, Berkeley Square*, in the County of *Middlesex*, with the Stables and Outhouses thereunto belonging, with the Appurtenances, for all the Term or Terms of Years which he should have therein at the Time of his Decease, and as to all his Personal Estate, Monies, and Effects of every Kind and Description whatsoever, after and subject to the Payment of his just Debts and funeral and testamentary Expences and the several Legacies aforesaid, the said Testator gave and bequeathed the same and every Part thereof unto the aforesaid *Alexander Duke of Hamilton and Brandon*, to and for his own Use and Benefit; and the said Testator nominated and appointed the said *Samuel Kilderbee*, *Spencer Horsey de Horsey* (then *Kilderbee*), and *James Wenn*, Executors of that his Will: And whereas the said Testator afterwards duly made and published a Codicil in Writing to his said Will as by Law required for devising Real Estate, bearing Date the Twenty-third Day of *February* One thousand eight hundred and twenty-six, and thereby, after reciting that since he signed and published his said Will he had purchased several Messuages, Farms, Lands, and Hereditaments therein-after mentioned, (*videlicet*,) of and from *Robert Snell* Two Freehold Messuages or Tenements, with the Yards, Gardens, Orchards, Lands, and Hereditaments thereunto belonging, situated in *Easton* in the County of *Suffolk*, and then or late in the several Tenures or Occupations of *Charles Beard*, *Robert Clover*, *John Smith*, and the said *Robert Snell*, or their Under-tenants, and of and from *Anthony Cox* Esquire, *Sarah Baggott*, the Reverend *William Whinfield* and *Susan* his Wife, and *John Rabott*, a Freehold Messuage, Farm, Lands, and Hereditaments, containing by Survey Three hundred and twenty-five Acres Three Roods and Thirty-six Perches, or thereabouts, situated in *Hoo Charsfield* and *Letheringham*, some or one of them, or in some adjoining Parish or Place in the said County of *Suffolk*, and then in the Tenure or Occupation of *Samuel Syred*, his Under-tenants or Assigns, and also of and from the Reverend *Charles Davy* a Messuage, Lands, and Hereditaments in *Wickham Market* in the said County, or in some adjoining Parish, and then in the Occupation of *Woodward*, his Under-tenants or Assigns, he the said Testator gave and devised all and every the said Messuages, Lands, Tenements, and Hereditaments which he had so as aforesaid or otherwise purchased unto *Samuel*

The First
Codicil to the
said Will,
23d Feb.
1826.

[Private.]

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Kilderbee,

Kilderbee, Spencer Horsey de Horsey (then *Kilderbee*), and *James Wenn*, the Trustees named in his said Will, their Heirs and Assigns, to hold the same several Hereditaments and Premises unto and to the Use of the said *Samuel Kilderbee, Spencer Horsey de Horsey* (then *Kilderbee*), and *James Wenn*, their Heirs and Assigns for ever, but nevertheless upon the Trusts which in and by his said Will were expressed and declared of and concerning his Estates therein devised to them his said Trustees, and which at the Time of his Decease should be subsisting and capable of taking effect; and the said Testator thereby gave and bequeathed unto *Maria Dore* Widow, therein more particularly described, an Annuity or yearly Sum of Fifty Pounds during her Life; and he thereby gave to *Philadelphia Smith*, therein also particularly described, the Sum of Three hundred Pounds; and after giving some other pecuniary Legacies, all of which have been long since fully paid and satisfied, or have failed of taking effect, the said Testator thereby charged his Real Estates devised by his said Will with the Payment of the same Annuity and Legacies in like Manner as he had by his said Will charged the Annuities and Legacies therein given and bequeathed; and after reciting that he was possessed of or entitled to divers Messuages, Lands, Tenements, Woods, Wood Grounds, and Hereditaments situate in the Province of *Utrecht* or in some other Province or Place within the Kingdom of *Holland*, and which he had not disposed of by his said Will, the said Testator by his Codicil now in recital gave and devised all and every the said Hereditaments and Premises situated in *Holland* aforesaid, and all his Estate and Interest therein, whether in Possession; Reversion, Remainder, or Expectancy, or otherwise howsoever, unto *Gingkell* the then Earl of *Athlone*, his Heirs and Assigns for ever, but subject nevertheless, and the said Testator thereby subjected and charged the same, with the Payment of the following Legacies which he had given by his said Will; (*videlicet,*) to the said then Countess of *Athlone* the Sum of Two hundred Pounds, to the said *William Gustauf Fredericke de Reede Gingkell*, Lady *Jemima Bentinck*, and Lady *Christiana Gingkell* the like Sum of Two hundred Pounds each; but he declared his Mind to be, that in case he had no Power of charging the said Estates in *Holland* so devised by him as aforesaid with the Payment of the said several Legacies, then he directed the same to be paid out of his Personal Estate, or otherwise raised by the Ways and Means directed by his said Will: And whereas the said *William Henry* Earl of *Rochford* afterwards contracted to purchase the Freehold and Copyhold Hereditaments referred to in the Codicil next herein-after recited, and subsequently thereto he the said Testator duly signed and published another Codicil in Writing to his said Will, as by Law required for devising Real Estate, bearing Date the Eighteenth Day of *May* One thousand eight hundred and twenty-six, and thereby, after reciting that since he published his said Will and Codicil he had contracted with Mr. *Nathaniel Barthropp* for the Purchase of a Messuage, Farm, Lands, and Hereditaments situate in *Hacheston* and *Parham*, or in some adjoining Parish in the said County of *Suffolk*, containing by Survey Three hundred and eight Acres or thereabouts, then in the Occupation of the said *Nathaniel Barthropp*, he the said Testator gave and devised the same Messuage, Farm, Lands, and other Hereditaments which he had so as aforesaid purchased

The Second
Codicil to the
said Will,
18th May
1826.

chased since he signed and published his said Will and Codicil unto and to the Use of the said Reverend *Samuel Kilderbee, Spencer Horsey de Horsey* (then *Kilderbee*), and *James Wenn*, their Heirs and Assigns, upon the Trusts to which in and by his said Will he had devised his Estates in the said County of *Suffolk* which at the Time of his Decease should be subsisting undetermined and capable of taking effect; and after giving a certain Legacy, which has long since been paid and satisfied, the said Testator thereby in all other respects ratified and confirmed his said Will and Codicil thereto: And whereas the said *William Henry* Earl of *Rochford* afterwards, and very shortly before his Death, gave to the said *James Wenn*, who had been employed as Solicitor by the said Testator in making his said Will and Two Codicils, some Orders or Directions relating thereto, and expressive of the said Testator's Intention to vary the Dispositions or some of them in the said Will and Codicils contained, and the said *James Wenn*, having received such Orders, prepared in the Course of the Thirty-first of *August* and First of *September* One thousand eight hundred and thirty a Paper Writing, which, after reciting or referring to the said Will and Two Codicils herein-before mentioned, proceeded in the Words and Figures or to the Purport following; (that is to say,) " I do hereby revoke and make void the said Gift and Devise, and the several Trusts therein contained, so far only, and not further or otherwise, as the same relate to and comprehend the said Manors, Advowson, Capital and other Messuages, Farms, Lands, Tithes, and Hereditaments herein-after mentioned; and I do hereby give and devise, and by virtue and execution of every Power in anywise enabling me in this Behalf appoint, unto the said *Samuel Kilderbee* and *James Wenn*, their Heirs and Assigns, all those my several Manors of *Easton, Letheringham, Kettleburgh Charsfield, Hoo Charsfield, Martley Hall, Hoo, and Wickham*, with its Members, my Advowson of the Rectory of *Easton* in the said County of *Suffolk*, my Capital Messuage or Mansion House, with the Park, Lands, Gardens, and Grounds thereto belonging, and now in my Occupation, and my several other Messuages, Farms, Lands, Mills, Tithes, and Hereditaments situate, lying, and being and arising in the several Parishes of *Easton, Letheringham, Charsfield, Hoo, Hacheston, Parham, and Wickham Market*, in the said County of *Suffolk*, or in any other Parish or Parishes thereunto next or near adjoining, in or over which I have any devisable Interest or Power of Appointment, with their and every of their Rights, Members, and Appurtenances, to hold the same several Hereditaments and Premises unto and to the Use of the said *Samuel Kilderbee* and *James Wenn*, their Heirs and Assigns for ever, but nevertheless upon the Trusts herein-after expressed and declared of and concerning the same, (*videlicet,*) upon Trust for the aforesaid *Spencer Horsey Kilderbee* (the Son of the said *Samuel Kilderbee*) and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any manner of Waste; and from and immediately after his Decease, upon Trust for the First Son of the Body of the said *Spencer Horsey Kilderbee* lawfully begotten or to be begotten, and the Heirs Male of the Body of such First Son lawfully issuing; and on Failure of such Issue, upon Trust for the Second, Third, Fourth, Fifth, and every other Son of the Body of the said *Spencer Horsey Kilderbee* lawfully begotten or to be begotten, severally, successively, and in Remainder one after another as they respectively

Paper Writing or Third Codicil to the Will of the Earl of Rochford.

tively should be in Seniority of Age and Priority of Birth; and the Heirs Male of the Body or several and respective Bodies of the same Son and Sons respectively lawfully issuing, every elder of such Sons and the Heirs Male of his Body issuing being always to be preferred to and to take before every younger of such Sons and the Heirs Male of his Body; and on Failure of such Issue, upon Trust for all and every the Daughter or Daughters of the Body of the said *Spencer Horsey Kilderbee* lawfully begotten or to be begotten, equally to be divided between or among them, if more than One, Share and Share alike, and they to take as Tenants in Common and not as Joint Tenants, and of the several and respective Heirs of the Body and Bodies of all and every such Daughter and Daughters lawfully issuing; and in case any One or more of such Daughter or Daughters should happen to die without Issue of her or their Body or Bodies lawfully begotten, then, as to the Share or Shares of such Daughter or Daughters so dying without Issue, upon Trust for the Survivor or Survivors of them, to be equally divided between and among them, if more than One, Share and Share alike, and they also to take as Tenants in Common and not as Joint Tenants, and of the several and respective Heirs of the Body and Bodies of such Survivors or Survivor lawfully issuing; and in case all such Daughters but One should happen to die without Issue of their Bodies, or if there should be but One such Daughter, upon Trust for such surviving or only Daughter, and the Heirs of her Body lawfully issuing; and on Failure of such Issue, upon Trust for my own right Heirs; provided always, and I expressly declare my Will and Mind to be, that if any Son of the said *Spencer Horsey Kilderbee* should be born in my Lifetime, or in due Time after my Death, then and in every such Case the Estate in Tail Male herein-before devised to or in Trust for every such Son of and in my said Manors and Hereditaments shall absolutely cease, and in lieu and stead thereof I declare that the said Manors and Hereditaments shall be held upon Trust for the respective Person whose Estate in Tail Male shall so cease as aforesaid, and his Assigns, during the Term of his respective natural Life only, and after his respective Decease upon Trust for his respective First and other Sons, severally and successively according to their respective Seniorities in Tail Male; and whereas I have by my said Will given and bequeathed all my Personal Estate and Effects of every Kind and Description whatsoever (subject as therein mentioned) unto the Most Noble *Alexander Duke of Hamilton and Brandon*, now I do hereby revoke and make void the said Bequest so far as the same relates to or comprehends my Household Goods and Furniture, Plate, Linen, China, Wines, Liquors, and Effects now in and about my said Mansion House of *Easton* aforesaid; and I do hereby give and bequeath the same and every Part thereof unto the said *Spencer Horsey Kilderbee*; and my Will and Desire is that the same, except Wines and Liquors, should be held by him, and the respective Persons who after his Decease, under the Trusts herein-before declared, shall be entitled to the actual Possession of my said Mansion House and Premises at *Easton* aforesaid, as or in the Nature of Heir-looms; and whereas, in case my Personal Estate should be insufficient for Payment of my just Debts, funeral and testamentary Expences, I have by my said Will declared that it shall be lawful for my Trustees therein named,

by and out of the Rents and Profits of (amongst other Hereditaments) the Manors, Hereditaments, and Real Estate herein-before devised, or by Mortgage thereout, raise and levy such Sum or Sums of Money as they or he should think proper for making good such Deficiency in my Personal Estate; and whereas also some Part and Parts of my said Hereditaments and Real Estates herein-before devised are subject to a Mortgage or Mortgages for securing certain Sums of Money and the Interest thereof, as mentioned in such Mortgage or Mortgages, and the same Hereditaments and Premises hereby devised are also made chargeable (with other Hereditaments) by my said Will with the Payment of the several Annuities or yearly Rent-charges and Legacies given to the several Persons respectively named in my said Will, now I do hereby declare my Will to be, that my just Debts, funeral and testamentary Expences, if my Personal Estate should be insufficient for Payment thereof, shall in respect to such Deficiency not be charged or chargeable, by and out of the Rents and Profits of the Hereditaments and Premises herein-before devised, or by Mortgage of the same or any Part thereof, to make good such Deficiency, nor shall the same Hereditaments and Premises hereby devised be subject or chargeable with the Payment of the several Annuities or yearly Rent-charges given by my said Will, or any of them, nor with the Payment of the several Legacies given by my said Will or any Codicil or Codicils thereto, but I do hereby expressly declare my Will to be, that such Deficiency of my Personal Estate for the Purposes aforesaid, and also the said several Annuities or yearly Rent-charges and Legacies, and also the Principal Sum and Sums of Money and the Interest thereof respectively secured by such Mortgage or Mortgages upon some Part or Parts of my said Hereditaments and Premises hereby devised, shall respectively be charged upon and raised and paid, by the Means mentioned in my said Will, by and out of my Manors, Hereditaments, and Real Estates devised by my said Will, and comprised under the general Description of the Devise therein contained as are situate, lying, and being in the several Parishes of *Trimley Saint Mary, Trimley Saint Martin, Walton, Felixtow, Falkenham, Kirton, Levington*, and Places extra-parochial in the Hundred of *Colnies* in the said County of *Suffolk*, or in some Parish or Parishes, Place or Places adjoining thereto, it being my Will and Mind, and which I do hereby expressly declare, that my Manors, Hereditaments, and Real Estate herein-before devised shall be held and enjoyed by the Persons who under the Trusts herein-before declared shall be entitled thereto freed and discharged of and from all such Charges, Payments, Debts, Annuities, and Legacies to which the same (with the said other Hereditaments) are made subject and liable by my said Will, and also freed and discharged of and from the present subsisting Mortgage or Mortgages, and the Principal Monies and Interest thereby respectively secured, now affecting the same Hereditaments and Premises herein-before devised, or any Part or Parts thereof: in all other respects I ratify and confirm my said Will and the several Codicils thereto, except as to such Part and Parts of my said Will as are hereby or by any of the said Codicils before made are revoked or altered: In witness whereof I the said *William Henry Earl of Rochford*, the Testator, have to this Codicil to my said Will, contained in Four Sheets of Paper, set my Seal at the Top

[*Private.*]

of the First Sheet, where these Sheets are affixed together, and my Hand at the Bottom of the same First Sheet, and to the Second and Third Sheets, and to this Fourth and last Sheet, my Hand and Seal, this Day of *September* in the Year of our Lord One thousand eight hundred and thirty : Signed, sealed, published, and declared by the said *William Henry* Earl of *Rochford* the Testator, as and for a Codicil to his last Will and Testament, in the Presence of us, who in his Presence, at his Request, and in the Presence of each other, have subscribed our Names as Witnesses, the Words ‘except Wines and Liquors’ in the Second Line from the Top of the Third Sheet, and the Word ‘yearly’ in the Eighteenth and Twenty-seventh Lines from the Top in the same Sheet, and also the Word ‘other’ in the Ninth Line from the Top of this Fourth Sheet, having been first interlined, and the Words ‘last mentioned’ in the said Ninth Line of this Sheet having been first erased :” And whereas the said Testator died on or about the Third of *September* One thousand eight hundred and thirty, without having signed or otherwise as by Law required for devising Freehold Estates executed the said Paper Writing : And whereas on the Thirty-first Day of *December* One thousand eight hundred and thirty the Prerogative Court of the Archbishop of *Canterbury*, being the proper Ecclesiastical Court having Jurisdiction therein, granted and committed unto the said *Spencer Horsey de Horsey* (then *Kilderbee*) and *James Wenn* Probate of the said Will of the said Testator bearing Date the Eighth of *April* One thousand eight hundred and twenty-four, and also of the said Two Codicils thereto bearing Date respectively the Twenty-third of *February* and Eighteenth of *May* One thousand eight hundred and twenty-six, the said *Samuel Kilderbee*, the other Executor therein named, having first duly renounced Probate thereof ; and the said Paper Writing having been brought in and propounded before the said Prerogative Court as and for a Third Codicil in Writing to the said Will and Two Codicils dated as aforesaid, the same was by the said Court on the Twenty-eighth of *January* One thousand eight hundred and thirty-one rejected, and the Expences on all Sides were directed to be paid out of the Estate of the Testator : And whereas the said *Spencer Horsey Kilderbee* now bears and uses the Name of *Spencer Horsey de Horsey* : And whereas by a Deed Poll bearing Date the Fourteenth of *July* One thousand eight hundred and thirty-eight, and under the Hand and Seal of the said *Samuel Kilderbee*, after reciting or referring to the said Will and Two Codicils of the said Earl of *Rochford* deceased, dated as aforesaid, and also to the said Paper Writing, he the said *Samuel Kilderbee* renounced, refused, and disclaimed the Offices of Executor and Trustee, and all the Estates, Rights, Titles, Trusts, and Interests meant and intended to have been conferred upon him by the said Will and Codicils or either of them, or which in case he had accepted the said Office and Trust would have vested or might vest in him jointly with the said *Spencer Horsey de Horsey* and *James Wenn*, or either of them, or otherwise by virtue of the said Will and Codicils or either of them, or any Surrender or Surrenders to the Uses thereof, and the Admittance or Admittances made or to be made upon such Surrender or Surrenders : And whereas the said *James Wenn* died on the Fifteenth of *August* One thousand eight hundred and thirty-four, having made his last Will and Testament

in Writing, bearing Date the Eighteenth of *October* One thousand eight hundred and thirty-three, and thereby appointed *Hannah Wenn* and *Lionel Tollemache Wenn* to be his Executrix and Executor; and the said *Lionel Tollemache Wenn* alone duly proved such Will on the First of *January* One thousand eight hundred and thirty-five in the said Prerogative Court of *Canterbury*, and thereby became and continued during his Life the sole legal Personal Representative of the said *James Wenn*, Power having been reserved to the said *Hannah Wenn* to go in and prove the said Will of the said *James Wenn*, but which she did not do during the Lifetime of him the said *Lionel Tollemache Wenn*: And whereas the said *William Alexander Anthony Archibald* Marquis of *Douglas* and *Clydesdale* has never been married: And whereas the said *Alexander* Duke of *Hamilton* and *Brandon* has no other Male Issue than the said *William Alexander Anthony Archibald* Marquis of *Douglas* and *Clydesdale*: And whereas the said Lord *Archibald Hamilton* died on the Twenty-eighth of *August* One thousand eight hundred and twenty-seven, in the Lifetime of the said Testator, without leaving any Male Issue him surviving: And whereas the said *George Augustus* Marquis and Earl of *Donegal* intermarried with *Anna May* Spinster, and the Honourable *George Hamilton Chichester* commonly called the Earl of *Belfast* is the eldest Son of the said *George Augustus* Marquis and Earl of *Donegal*, and he the said Earl of *Belfast* intermarried with Lady *Harriet Ann Butler* Spinster, and there is Issue of such last-mentioned Marriage One Son only, namely, the Honourable *Frederick Richard Chichester* commonly called the Viscount *Chichester*, and he the said Viscount *Chichester* is an Infant under the Age of Twenty-one Years, and has never been married, and the said *George Hamilton* Earl of *Belfast* has no other Male Issue lawfully begotten: And whereas the Honourable and Very Reverend *Edward Chichester* the Dean of *Raphoe*, and commonly called Lord *Edward Chichester*, is the Second Son of the said *George Augustus* Marquis and Earl of *Donegal*, and he the said Lord *Edward Chichester* on the Twentieth of *November* One thousand eight hundred and twenty-one intermarried with *Amelia Spread Dean Gundy* Spinster, and there is Male Issue of such last-mentioned Marriage Three Sons only, who are all Minors, (that is to say,) *George Augustus Hamilton Chichester*, who is the eldest Son, and *Henry Fitzwarine Chichester* and *Adolphus John Churchill Chichester*, who are the younger Sons of the said Lord *Edward Chichester*, and the said *Frederick Richard* Viscount *Chichester* and *George Augustus Hamilton Chichester* were respectively born in the Lifetime of the said Testator, and the said *Henry Fitzwarine Chichester* and *Adolphus John Churchill Chichester* were respectively born after the Decease of the said Testator: And whereas the Honourable *Spencer Augustus Chichester* commonly called Lord *Spencer Augustus Chichester* was the Third Son of the said Marquis and Earl of *Donegal*, and he the said Lord *Spencer Augustus Chichester* died in the Month of *May* One thousand eight hundred and twenty-five, a Minor of the Age of Twenty Years or thereabouts: And whereas the Honourable *Arthur Chichester* commonly called Lord *Arthur Chichester* is the Fourth Son of the said Marquis and Earl of *Donegal*, and he the said Lord *Arthur Chichester* has never been married: And whereas the Honourable *Hamilton Francis Chichester* commonly called Lord *Hamilton Francis Chichester* is
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Bill filed in
the Court of
Chancery,
Easter Term
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the Fifth Son of the said Marquis and Earl of *Donegal*, and he the said Lord *Hamilton Francis Chichester* is married, but hath not had any Issue lawfully begotten: And whereas the Honourable *John Ludford Chichester* commonly called Lord *John Ludford Chichester* is the Sixth Son, and the Honourable *Stephen Algernon Chichester* commonly called Lord *Stephen Algernon Chichester* is the Seventh Son of the said Marquis and Earl of *Donegal*, and both of them the said Lord *John Ludford Chichester* and Lord *Stephen Algernon Chichester* have attained the Age of Twenty-one Years, but have never been married: And whereas there is no other Male Issue of the said Marquis and Earl of *Donegal*: And whereas the said *Spencer Horsey de Horsey* intermarried with the Honourable *Louisa Rous* Spinster, commonly called the Lady *Louisa Rous*, and there are Issue of such last-mentioned Marriage Three Children only, and no more, (that is to say,) *William Henry de Horsey*, *Algernon Frederick Rous de Horsey*, and *Adeline Louisa Maria de Horsey*, all of whom were born in the Lifetime of the said Testator *William Henry* Earl of *Rochford*, and are respectively Infants, and unmarried: And whereas in *Easter* Term One thousand eight hundred and thirty-five the said *Alexander* Duke of *Hamilton* and *Brandon* exhibited his Bill of Complaint in the High Court of Chancery against the said *Lionel Tollemache Wenn*, *Samuel Kilderbee*, *Spencer Horsey de Horsey*, and *George Augustus* Marquis and Earl of *Donegal*, and the Right Honourable *George Godart Henry de Reede* Earl of *Athlone*, and Sir *John Campbell* Knight, His Majesty's Attorney General, and the said *William Alexander Anthony Archibald* Marquis of *Douglas* and *Clydesdale*, *George Hamilton* Earl of *Belfast*, *Frederick Richard* Viscount *Chichester*, Lord *Edward Chichester*, *George Augustus Hamilton Chichester*, *Henry Fitzwarine Chichester*, *Elizabeth Fountaine*, *Sarah Garnet*, *George Girdler*, and *Maria Dore*, thereby, after stating and setting forth, among other things, the said Will and Two Codicils dated as aforesaid, praying that such Will and Two Codicils respectively of the said *William Henry* Earl of *Rochford* might be established by the Decree of the said Court, and the Rights of all Parties might be ascertained and declared, and the Trusts thereof performed and carried into execution by and under the same, and that all necessary and proper Accounts might be taken, by and under the Decree and Direction of the said Court, of the Real and Personal Estate and Effects of the said Testator, and of the Rents and Profits, Dividends, Interest, and annual Profits and Produce thereof, and the other Accounts therein mentioned auxiliary thereto, and that the Balances might be ascertained and paid over as therein more particularly set forth, and that all necessary and proper Accounts of the Debts, funeral and testamentary Expences, of the said *William Henry* Earl of *Rochford*, and of the Legacies and Annuities given by his said Will and Codicils, might be taken by and under the Decree and Direction of the said Court, and that the same might be paid, and the Real and Personal Estate of the same Testator might be applied in a due Course of Administration, and that it might be declared that the said Complainant was entitled to be reimbursed, and that he might accordingly be reimbursed, by a Sale or Mortgage of a sufficient Part of the said *English* Real Estate devised as aforesaid, the Amount of the Rents and Profits of such *English* Real Estates which had been applied in
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or towards Payment or Satisfaction of the Principal of the Debts and Legacies of the same Testator, and that it might be declared that the Legacies given as aforesaid to the said Countess of *Athlone*, *William Gustauf Fredericke de Reede Ginkell*, Lady *Jemima Bentinck*, and Lady *Christiana Ginkell* were well charged on and payable out of the Real Estate, Land, and Hereditaments of the said *William Henry Earl of Rochford*, situate in *Holland*, as the primary Fund for the Payment of the same, in exoneration, so far as the same would extend, of the Personal Estate of the said Testator, and of his Real Estate situated in *England*, and that it might be declared that the Monies which had been paid out of such Personal Estate and *English* Real Estate towards Satisfaction of the said Legacies ought to be repaid, and that the same might be accordingly ordered to be repaid by and out of the said Real Estate, Lands, and Hereditaments situated in *Holland*, and that a sufficient Part of the Real Estate of the said *William Henry Earl of Rochford* situated in *England*, for the Payment of his unsatisfied Debts, Legacies, and Annuities which should remain due and payable from and out of the Real Estate of the same Testator, and for the Reimbursement of the said Plaintiff, might be sold, by and under the Decree and Direction of the said Court, and all necessary and proper Parties directed to join and concur therein and the Conveyance thereof, and that the Monies to be produced by such Sale might be applied, under the Direction of the said Court, in a due Course of Administration, and that some proper Persons might be appointed to be Trustees in the Place of the said *James Wenn* deceased, and of the said *Samuel Kilderbee* and *Spencer Horsey de Horsey*, or such of them as should refuse or decline to act in the Trusts reposed in them or him, and that all necessary and proper Directions might be given for the Purposes aforesaid: And whereas all of the said Defendants, except the said Earl of *Athlone*, who was and is out of the Jurisdiction of the said Court, respectively appeared and put in their Answers to the said Bill; and the said Defendant *Spencer Horsey de Horsey* in and by his said Answer stated and set forth the said Paper Writing herein-before recited, and insisted upon the same as a Third Codicil to the said Will of the said *William Henry Earl of Rochford*, and that under and by virtue of such Paper Writing all such Parts of his the said Testator's Estate called "the *Easton Estate*" as consisted of Hereditaments of a Copyhold or Customaryhold Tenure were well and effectually given and devised to him the said *Spencer Horsey de Horsey* for his Life, with Remainders to his First and other Sons in Succession in Tail Male, and subject thereto the said *Spencer Horsey de Horsey* submitted that the same were thereby given in Remainder to his the said Defendant's Daughters, in Fee or otherwise, as Tenants in Common in Tail, with Cross Remainders between them in Tail; and that such Copyhold and Customaryhold Hereditaments were so given and devised free from all Charges and Incumbrances, and from all the Charges which by the said Will and Two Codicils were imposed thereon, and on the said other Real Estates, by the same Will and Two Codicils respectively devised: And whereas the said Bill was, under an Order of the said Court for the Purpose, amended by making the said *William Henry de Horsey*, *Algernon Frederick Rous de Horsey*, and *Adeline Louisa Maria de Horsey* Parties to the said Suit, and by introducing

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Trinity Term
1836.

Decree of
the Court of
Chancery,
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the Statements and Charges necessary for contesting and putting in Issue in the said Suit the Validity of the said Paper Writing, and of obtaining the Judgment and Decision of the said Court thereon: And whereas before any further Proceedings were had in the said Suit, and on the Twenty-ninth of *March* One thousand eight hundred and thirty-six, the said *Lionel Tollemache Wenn* died, having duly made his last Will and Testament in Writing, bearing Date the Thirteenth Day of *August* One thousand eight hundred and thirty-five, and also a Codicil thereto, bearing Date the Seventh of *February* One thousand eight hundred and thirty-six, and thereby appointed the said *Hannah Wenn* to be his sole Executrix; and the said *Hannah Wenn* duly proved the said Will and Codicil in the said Prerogative Court of *Canterbury*, and she the said *Hannah Wenn* also since the Death of the said *Lionel Tollemache Wenn*, under the Power to her in that Behalf reserved as aforesaid, went in and duly proved the said Will of the said *James Wenn* in the Prerogative Court of *Canterbury*, and she thereby became the legal Personal Representative of the said *James Wenn* and of the said *Lionel Tollemache Wenn*: And whereas the said *Alexander Duke of Hamilton and Brandon* in or as of *Trinity Term* One thousand eight hundred and thirty-six exhibited his Bill Supplemental to the said Suit against the said *Hannah Wenn*, as the Personal Representative of the said *James Wenn* and *Lionel Tollemache Wenn*, and thereby, after stating that the Estate of the said *James Wenn* was then indebted to the Estate of the said Earl of *Rochford* in respect of his the said *James Wenn's* Receipts as Executor as aforesaid, and that the said *Lionel Tollemache Wenn* had received Assets of the said *James Wenn*, prayed that the said *Hannah Wenn* might either admit Assets of the said *Lionel Tollemache Wenn* come to her Hands sufficient to answer what in taking the Accounts by the said original and amended Bill prayed might be found due and coming from the said *Lionel Tollemache Wenn* and his Estate, or that she might be compelled to come to an Account of the Personal Estate and Effects of the said *Lionel Tollemache Wenn* come to the Hands of the said *Hannah Wenn*, or any other Person by her Order or for her Use, and of his Debts, funeral and testamentary Expences, and that such Personal Estate might be applied in a due Course of Administration in satisfaction of what might be found due from his Estate, and that the said Complainant might have such and the same Relief against the said *Hannah Wenn* as by his said amended Bill was prayed against the said Defendants thereto: And whereas the said *Hannah Wenn* duly appeared to the said Supplemental Bill, and put in her Answer thereto; and the said Causes being at Issue, and Witnesses having been examined, and Publication passed therein, the same came on to be heard before his Honour the Vice Chancellor on the Eleventh of *August* One thousand eight hundred and thirty-six, when his Honour was pleased to order (among other things) that it should be referred to One of the Masters of the said Court to take the usual Accounts of the Debts of the said Testator the Earl of *Rochford*, and of his funeral and testamentary Expences, and of the Legacies and Arrears of the Annuities given by his Will and the Two Codicils thereto respectively, with a Direction for him to compute Interest on such of his Debts as carried Interest and upon his Legacies; and the said Master was directed

to inquire whether any of the Annuitants were dead, and whether any thing remained due in respect of their Annuities; and the said Master was also directed to inquire who was meant by the said Testator by the Name and Description in the said Will of "my Coachman *George Girder*," and to state the Evidence on which he should form his Opinion; and it was also referred to the said Master to take the usual Accounts of the Personal Estate of the said Testator which had been got in, and of what remained outstanding; and the said Master was directed to make the Inquiries therein particularly set forth for ascertaining what Lands and Hereditaments the Testator's Estate called "the *Easton Estate*" consisted of at the Date of the Third Codicil and Death, and what Parts thereof were of Copyhold Tenure, and what Freehold Lands and Hereditaments the Testator was entitled to which did not pass by his said Will and Two Codicils, and what the Testator's Interest was in such several Lands and Hereditaments; and it was by the said Decree referred to the said Master to take the Accounts of the Rents and Profits of the said Testator's Real Estate and of the Application thereof; and the said Master was directed to inquire what Lands and Hereditaments the said Testator was entitled to for any devisable Interest therein or had Power to appoint or dispose of by Will at the respective Times of making his said Second Codicil bearing Date the Eighteenth Day of *May* One thousand eight hundred and twenty-six, and of his Death, and what was the said Testator's Estate or Interest therein; and the said Master was directed to inquire whether the said Testator was entitled to any Lands or Hereditaments in the Province of *Utrecht* or elsewhere in *Holland* which the said Testator had Power to dispose of or to charge by Will, and whether by the Law of the State in which such Lands and Hereditaments were situated the said Testator by his said Will and Two Codicils did effectually charge such Hereditaments with the Payment of the Legacies in his said First Codicil in that Behalf mentioned, (*videlicet*,) to the said Countess of *Athlone*, *William Gustauf Fredericke de Reede Ginkell*, *Lady Jemima Bentinck*, and *Lady Christiana Ginkell*; and it was thereby ordered that the Personal Estate of the said Testator not specifically bequeathed should be applied in paying the funeral and testamentary Expences and Debts of the said Testator in a due Course of Administration, and then in Payment of the Legacies and Arrears of Annuities given by his said Will and Two Codicils, other than and except the Legacies given to the said Countess of *Athlone*, *William Gustauf Fredericke de Reede Ginkell*, *Lady Jemima Bentinck*, and *Lady Christiana Ginkell*, reserving the Consideration of what Fund ought to provide for those Legacies until after the Report; and the said Master was directed to take an Account of the Charges and Incumbrances upon the Lands and Hereditaments of the said Testator, and to inquire how the same were respectively charged and secured, and what were the Premises comprised in each Incumbrance; and the Master was directed to take an Account of what since the Testator's Death had been paid towards Discharge of such Charges and Incumbrances respectively, and to ascertain what remained due in respect of such Charges and Incumbrances respectively; and it was also referred to the said Master to take an Account of what had been paid in respect of the Legacies by the said Will and Codicils given to the said Countess of *Athlone*,
William

Master's
General Re-
port, 24th
March 1838.

William Gustauf Fredericke de Reede Ginkell, Lady *Jemima Bentinck*, and Lady *Christiana Ginkell*, and to ascertain what, if any thing, remained due in respect of such Legacies; and the said Court reserved the Consideration of Costs and of all other Matters until after the Report: And whereas Mr. *Cross*, the Master to whom the said Causes were referred, made his General Report on the Matters referred to him as aforesaid, bearing Date the Twenty-fourth of *March* One thousand eight hundred and thirty-eight, and thereby found (among other things) that all the Legacies given by the said Will and Two Codicils of the said Testator which did not lapse by the Deaths of the Legatees in the Testator's Lifetime had been fully paid and satisfied, except the before-mentioned Legacy of Five hundred Pounds bequeathed by the said Will to Mrs. *Ann Barrell* and her Daughter *Magdalen Barrell* for their respective Lives, in respect whereof Ninety-one Pounds One Shilling and Four-pence was due to the said Mrs. *Ann Barrell* for Interest accrued up to the Twenty-fourth of *March*, being the Day of the Date of the said Report, and except also the said Legacy of Three hundred Pounds bequeathed by the first of the said Two Codicils to Mrs. *Philadelphia Smith* Widow, as to which he the said Master stated that he was unable to arrive at any satisfactory Conclusion whether the same had or had not been paid, and the said Master found that in case such Legacy had not been paid Seventy-eight Pounds Twelve Shillings and Nine-pence was due for Interest on the same up to the Day of the Date of the said Report, making, together with the Principal of the said Legacy, the Sum of Three hundred and seventy-eight Pounds Twelve Shillings and Nine-pence; and the said Master also, after finding that the Annuity of Fifty Pounds bequeathed by the said Will to the said *Caroline Fountaine* had lapsed by her Death in the Testator's Lifetime, found that all the other Annuities bequeathed by the said Will and Codicils, (that is to say,) the Annuity of One hundred Pounds to *Elizabeth Fountaine*, the Annuity of Fifty Pounds to *John Garnett* and *Sarah* his Wife, the Annuity of Fifty Pounds to *George Girdler*, and the Annuity of Fifty Pounds to *Maria Dore*, were still subsisting, and had been fully paid and satisfied up to the Third of *March* One thousand eight hundred and thirty-eight, and that the Persons to whom the same were then payable were the Defendant *Elizabeth Fountaine*, the Defendant *Sarah Garnett*, the Widow of the said *John Garnett*, then deceased, the Defendant *George Girdler*, and the Defendant *Maria Dore*; and the said Master found that the said *Caroline Fountaine* died in the Lifetime of the said Testator, and that her Annuity lapsed thereby, and that the said *John Garnett* was dead, and his Annuity had survived to his said Wife *Sarah Garnett*, and that nothing was due in respect of that Annuity; and the said Master found that the Defendant *George Girdler* was the Person meant by the said Testator by the Name and Description contained in his said Will of "my Coachman *George Girdler*;" and the said Master found that there came to the Hands of the said *James Wenn*, or to the Hands of some Person or Persons by his Order or for his Use, in respect of the Personal Estate of the said Testator not specifically bequeathed, the several Sums of Money mentioned and set forth in the First Schedule to his Report, amounting together to the Sum of Twenty-nine thousand nine hundred and forty-eight Pounds Seven Shillings and Seven-pence Halfpenny; and the

the said Master found that the said *James Wenn*, or some Person or Persons on his Account, had paid in discharge of the Debts and funeral and testamentary Expences of the said Testator, and the Annuities and Legacies bequeathed by his said Will and Codicils thereto, and otherwise on account of the said Testator's Estate in a due Course of Administration, the several Sums of Money mentioned and set forth in the Second Schedule to his Report, amounting together to the Sum of Thirty thousand three hundred and seventy-five Pounds Thirteen Shillings and Seven-pence Halfpenny, which he had allowed to the said *Hannah Wenn* as Executrix of the said *James Wenn*; and he found that there would appear to be due to the said Defendant *Hannah Wenn* as such Executrix, to balance the Accounts of the said *James Wenn* in respect of the Personal Estate of the said Testator not specifically bequeathed, come to his Hands as aforesaid, the Sum of Four hundred and twenty-seven Pounds Six Shillings, but which Sum or Balance was in fact retained by the said *James Wenn* out of the Rents and Profits of the said Testator's Real Estate received by him, as therein and herein-after mentioned; and the said Master found that the Personal Estate of the said Testator not specifically bequeathed then remaining outstanding or unreceived consisted of Two Certificates of the *Dutch* Government for securing the Payment of One thousand Guilders each, and a Lottery Ticket of the deferred Debt for securing the Payment of One thousand Guilders, and that such Certificates and Lottery Ticket were then in the Hands of the Solicitors for the Plaintiff or their Agent, and that the Sums secured by the said Certificates and Lottery Ticket were due from and payable by the said *Dutch* Government; and the said Master by his said Report found and stated in general Terms and by Reference what Real Estates the said Testator was seised or possessed of at the Time of making his Will, and also what Hereditaments and Premises the said Testator became seised or possessed of or entitled to between the Date of his Will and the Date of the First Codicil thereto consisted of, and also what Manors all such Parts thereof as were Copyhold were held of, and also what Hereditaments and Premises the said Testator purchased, after the Date of the First Codicil to his said Will, of Mr. *Nathaniel Barthropp*, and referred to in the said Second Codicil to his said Will, consisted of, and also what Hereditaments and Premises the said Testator purchased after the Date of the Second Codicil to his said Will consisted of, and also what Lands and Hereditaments at the Date of the Paper Writing insisted on by the Defendant *Spencer Horsey de Horsey* in his Answer as a Third Codicil to the said Testator's Will, and at the Time of the Death of the said Testator, the said Testator's Estate called "the *Easton* Estate" consisted of, and also what Parts of the said Estate were Copyhold or Customaryhold, the full Particulars of all which said several Lands and Hereditaments are in the further Report of the said Master herein-after recited found and set forth; and the said Master stated his Opinion to be, that the Nature of the Testator's Interest in such Copyhold Messuages, Tenements, Lands, Hereditaments, and Premises was that of an equitable Estate of Inheritance according to the Customs of the several Manors of which the same were and was respectively holden by virtue of the Covenant therein mentioned to surrender the same; and the said Master

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stated his Opinion that the Messuages, Tenements, Lands, and Hereditaments in his said Report mentioned to have been purchased from the Reverend *Charles Eade* and *Charles Eade*, and conveyed to him the said Testator by Indentures of Lease and Release of the Twenty-first and Twenty-second Days of *December* One thousand eight hundred and twenty-six, therein more particularly referred to, and the Tithes and Hereditaments therein more particularly referred to, purchased by the said Testator from *Thomas Sheriff*, and conveyed to him the said Testator by Indentures of Lease and Release of the Tenth and Eleventh Days of *October* One thousand eight hundred and twenty-six, therein more particularly referred to, did not pass by the Will of the said Testator or either of the Codicils thereto, and that the Estate and Interest therein of the said Testator was that of an Estate of Inheritance in Fee Simple; and the said Master stated, that it did not appear to him that the said Testator was at the Time of his Death seised of or entitled to any Freehold Messuages or Hereditaments other than those last mentioned which did not pass by his said Will or the Codicils thereto; and the said Master found, that neither of the said Defendants *Samuel Kilderbee* and *Spencer Horsey de Horsey*, nor any Person or Persons by his Order or for his Use, save and except the said *James Wenn*, so far as the Sums received by him were received for their Use as Co-devisees in Trust with him, had received any Sum of Money in respect or on account of the Rents and Profits of the said Testator's Real Estate; but the said Master found, that the said *James Wenn*, or some Person or Persons by his Order or for his Use, received in respect of the Rents, Profits, and Produce of the said Testator's Real Estate the several Sums of Money set forth in the Third Schedule to his Report, amounting together to Thirty thousand seven hundred and seventy-nine Pounds Eight Shillings and Sixpence Halfpenny, wherewith he had accordingly charged the said Defendant *Hannah Wenn* as such legal Personal Representative as aforesaid; and the said Master found, that the said *James Wenn*, or some Person or Persons on his Account, paid and applied, in discharge of Rates and Taxes, and the Interest of the Charges and Incumbrances affecting the said Estate, and for Repairs and other Outgoings, the several Sums of Money mentioned and set forth in the Fourth Schedule to his said Report, amounting together to the Sum of Twenty-nine thousand three hundred and ninety-eight Pounds Eleven Shillings and Two-pence, which he had accordingly allowed; and the said Master found, that after deducting the last-mentioned Sum which he had so allowed from the said Sum of Thirty thousand seven hundred and seventy-nine Pounds Eight Shillings and Sixpence Halfpenny, there would remain due from the said *Hannah Wenn* as such Representative as aforesaid, to balance the Account of the said *James Wenn* deceased in respect of the Rents, Profits, and Produce of the Real Estates of the said Testator received by him as aforesaid, the Sum of One thousand three hundred and eighty Pounds Seventeen Shillings and Four-pence Halfpenny, but wherefrom being deducted the Sum of Four hundred and twenty-seven Pounds Six Shillings, the Balance due to the said *Hannah Wenn* on her Account in respect of the Personal Estate of the said Testator as before mentioned, there would remain the Sum of Nine hundred and fifty-three Pounds Eleven Shillings and Four-pence Halfpenny as the ultimate

Balance then due from the said *Hannah Wenn* upon all her Accounts as such Executrix as aforesaid; and the said Master by his said Report found and stated in general Terms and by Reference what the Messuages, Lands, Tenements, and Hereditaments which the said Testator was seised of or entitled to for any devisable Interest therein, or had Power to appoint or dispose of by Will at the Time of making his said Second Codicil bearing Date the Eighteenth Day of *May* One thousand eight hundred and twenty-six, consisted of, all which Hereditaments in the further Report herein-after recited are particularly found and set forth; and the said Master found, that the said Testator at the respective Times of making his said Two Codicils and of his Death was seised or possessed of or entitled to divers Messuages, Lands, and Hereditaments situate in the Province of *Utrecht* in the Kingdom of *Holland*, which the said Testator had Power to dispose of or to charge by Will or Testamentary Paper; and after setting forth the Particulars of such Estate the said Master found that by the Law of the said Province of *Utrecht* within or subject to which the said Hereditaments were respectively situated the said Testator by his said First Codicil did effectually charge such Lands and Hereditaments with the Payment of the Legacies in his said First Codicil in that Behalf mentioned; and the said Master found, that the Charges and Incumbrances charged upon or affecting the Lands, Tenements, or Hereditaments of the said Testator at the Time of his Death consisted of the Principal Sum of Four thousand Pounds charged upon the Premises comprised in a certain Indenture of Demise of the Tenth Day of *January* One thousand eight hundred and nine, therein more particularly mentioned; the Principal Sum of Five hundred Pounds, Residue of the Sum of One thousand Pounds, charged upon the same Premises by a certain Indenture of the Tenth Day of *December* One thousand eight hundred and seventeen, therein more particularly mentioned; the Principal Sum of Three thousand five hundred Pounds charged upon the Hereditaments and Premises comprised in a certain Indenture of Demise of the Thirtieth Day of *August* One thousand eight hundred and twenty-one, therein-before more particularly mentioned; the Annuity of One hundred Pounds bequeathed by the Will of *George Nassau* to the Defendant *Elizabeth Fountaine* during her Life; the Principal Sum of Fifteen thousand Pounds charged upon the Hereditaments and Premises comprised in certain Indentures of Lease and Release of the Twenty-third and Twenty-fourth Days of *June* One thousand seven hundred and ninety-one, and Two certain Indentures of further Charge of the Third Day of *July* One thousand seven hundred and ninety-five and the Twelfth Day of *August* One thousand eight hundred and six, therein-before more particularly mentioned respectively; the Principal Sum of Four thousand Pounds charged upon the Hereditaments and Premises comprised in a certain Indenture of the Eighth Day of *February* One thousand eight hundred and twenty-six, therein-before more particularly mentioned; the Principal Sum of Eleven thousand Pounds charged upon the Hereditaments and Premises comprised in a certain Indenture of the First Day of *August* One thousand eight hundred and twenty-six, therein-before more particularly mentioned; the Principal Sum of Seven thousand and sixty Pounds, Residue of the Sum of Eight thousand three hundred and sixty Pounds charged upon the Hereditaments

Hereditaments and Premises comprised in certain Indentures of Lease and Release of the Nineteenth and Twentieth Days of *September* One thousand eight hundred and twenty-six, therein-before more particularly mentioned; the Principal Sum of Twelve thousand Pounds charged upon the Hereditaments and Premises comprised in certain Indentures of Lease and Release of the Twelfth and Thirteenth Days of *October* One thousand eight hundred and twenty-six, therein-before more particularly mentioned; the Principal Sum of Three thousand Pounds covenanted by the said Testator, in and by a certain Indenture of Release of the Eleventh Day of *October* One thousand eight hundred and twenty-six, therein-before more particularly mentioned, to be paid upon the happening of the Event in such Indenture mentioned, and thereby charged upon the Hereditaments and Premises comprised in such Indenture; the Principal Sum of Two hundred Pounds under a Contract entered into by the said Testator with the said *John Sebborn Gonner* and *Elizabeth* his Wife and *Martha Kersey*, recited in the Indenture of the Twentieth Day of *January* One thousand eight hundred and thirty, therein more particularly mentioned, stipulated to be retained by the said Testator until the happening of the Event in such Indenture mentioned; the Annuity of Twenty Pounds charged upon the last-mentioned Hereditaments and Premises, as in such last-mentioned Indenture referred to; and the Principal Sum of Two thousand five hundred Pounds due on the Testator's Bond to the Reverend *Charles Davy*, therein-before more particularly mentioned; and the said Master found by the Accounts of the said *James Wenn* therein-before mentioned, that the Sum of Two thousand two hundred Pounds, Part of the last-mentioned Principal Sum of Two thousand five hundred Pounds, was paid by the said *James Wenn*; and the said Master found, that the Charges and Incumbrances charged upon or affecting the Lands, Tenements, or Hereditaments of the said Testator at the Time of his Death, and his Debts and Legacies charged thereon by his Will and Codicils, or any or either of them which were then charged on or affected the same, were the said several Principal Sums of Four thousand five hundred Pounds, Three thousand five hundred Pounds, Fifteen thousand Pounds, Eleven thousand Pounds, Seven thousand and sixty Pounds, Twelve thousand Pounds, Three thousand Pounds, and Two hundred Pounds, the Sum of Three hundred Pounds, Residue of the said Principal Sum of Two thousand five hundred Pounds, the said Annuity of One hundred Pounds bequeathed by the Will of the said *George Nassau* to the Defendant *Elizabeth Fountaine*, the Annuity of Twenty Pounds mentioned in the said Indenture of Release of the Twentieth Day of *January* One thousand eight hundred and thirty, such of the Annuities bequeathed by the Will and Codicils of the said Testator as remained unpaid as herein-before mentioned, and such of the Annuities bequeathed by the same Will and Codicils as were then subsisting and payable as herein-before mentioned: And whereas the said Report was by an Order of the said Court duly confirmed absolutely: And whereas the said Suits on the Sixth Day of *April* One thousand eight hundred and thirty-eight came on to be heard before his Honour the Vice Chancellor on the said Report, and on further Directions, when his Honour ordered and decreed (among other things), that the Trusts contained in the said Will of the said Testator *William Henry Earl of Rochford* bearing

Date

Order on
further Di-
rections,
6th April
1838.

Date the Eighth Day of *April* One thousand eight hundred and twenty-four, and also the said Two several Codicils thereto bearing Date respectively the Twenty-third Day of *February* and the Eighteenth Day of *May* One thousand eight hundred and twenty-six, ought to be performed and carried into execution so far as related to the Hereditaments therein-after declared to constitute Real Estate, and his Honour ordered and decreed the same accordingly; and it was thereby declared, that according to the true Construction of the said Will and Two Codicils dated as aforesaid the said Legacies thereby given to the said Countess of *Athlone*, *William Gustauf Fredericke de Reede Ginkell*, *Lady Jemima Bentinck*, and *Lady Christiana Ginkell* were not, nor were any other of the Legacies given by the said Will or Codicils, or either of them, charged on the Real or Copyhold Lands and Hereditaments of the said Testator; and it was declared, that the said Legacies to the said Countess of *Athlone*, *William Gustauf Fredericke de Reede Ginkell*, *Lady Jemima Bentinck*, and *Lady Christiana Ginkell* were, under and by virtue of the said Codicil bearing Date the Twenty-third Day of *February* One thousand eight hundred and twenty-six, well charged on and payable out of such Parts of the Real Estate of the said Testator only as were situated in *Holland*, and in exoneration of the said Testator's Personal Estate; and it being admitted that Personal Estate of the said Testator had been applied in Payment of his Debts, it was declared that the Legatees were, to the Extent of the Personal Estate which had been so applied, entitled to stand in the Place of the Creditors whose Debts had been so paid; and it was referred back to the said Master to inquire and state what was the Amount of the Personal Estate which had been so paid and applied; and it was declared, that the Personal Estate of the said Testator not specifically bequeathed was in the first place liable for the Payment of and providing for the just Debts and the funeral and testamentary Expences of the said Testator, and the Legacies and Annuities given by his said Will and Two Codicils respectively dated as aforesaid, except the said Legacies given to the said Countess of *Athlone*, *William Gustauf Fredericke de Reede Ginkell*, *Lady Jemima Bentinck*, and *Lady Christiana Ginkell*; and after reserving the Consideration of certain of the Lands and Hereditaments in the said General Report stated to have been purchased by the said Testator, the Particulars whereof in the Report herein-after recited are found and set forth, it was by the said Order declared in general Terms and by Reference what Lands and Hereditaments constituted Real Estate of the said Testator devised by and subject to the Trusts and Limitations of his said Will and Two Codicils bearing Date respectively as aforesaid, the Particulars whereof in the said Report herein-after recited are found and set forth; and it was declared, that the said Defendant *George Girdler* was the Person meant and intended by the said Testator by the Expression in his said Will contained of "my Coachman *George Girder*," and that he the said Defendant was accordingly entitled for his own Life to the Annuity or yearly Sum of Fifty Pounds by the said Will expressed as given to *George Girder*; and it was declared, that the said Plaintiff was, under and by virtue of the said Will and Two Codicils dated as aforesaid, beneficially entitled for his own Life to the Real Estate of the said Testator devised by his said Will and

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Codicils, but subject nevertheless to the Charges and Incumbrances on such devised Estates subsisting; and it was declared, that, under and by virtue of the said Will and Two Codicils of the said Testator dated as aforesaid, the Real Estate of the said Testator thereby devised was (but subject to and after the prior Charges and Incumbrances then subsisting thereon or on the several Parts thereof) well charged with the Payment of the just Debts and funeral and testamentary Expences of the said Testator, and of the said Annuity to the said *George Girdler*, and the other Annuities by such Will and Two Codicils respectively given and bequeathed, or such of them as did not lapse by the Deaths of Parties or otherwise in the Lifetime of the said Testator, in aid of and so far as the Personal Estate of the said Testator might prove insufficient for the Payment thereof; and it was ordered, that it should be referred back to the said Master to inquire and state to the Court of what Particulars the Estates thereby declared to be devised Real Estates of the said Testator consisted, and also of what Particulars the Real Estate of or to which the said Testator was seised or entitled at the Time of his Death, not thereby declared to constitute Part of such devised Estate, consisted, and also of what Particulars the Leasehold and other Messuages, Lands, and Tenements of the said Testator of or to which he died seised, possessed, or entitled, or in which he was in any Manner interested, consisted, distinguishing between the same; and it was referred back to the said Master to inquire and state to the Court whether it would be for the Benefit of the several Parties interested in the said devised Real Estates that any and what Part and Parts of the said devised Real Estates should be sold for the Purpose of discharging the Incumbrances or any of them then subsisting and charged upon all or any and which of the other Parts of the said devised Real Estates, or for any other Purpose, and if he should be of that Opinion, then that the said Master should inquire and state whether it would be for the Benefit of the Parties interested in the said devised Real Estates that Application should be made to Parliament for an Act to authorize and enable a Sale to be made of all or any Parts of the same Estates for the Purpose of paying off the Charges and Incumbrances charged and subsisting thereon, or for any other Purpose, and if he should be of that Opinion, then that he should inquire and state to the Court whether it would be for the Benefit of all the Parties interested as aforesaid that such Application should be extended so as to comprise any of the said Testator's Real and Copyhold Estates not thereby declared to constitute devised Real Estate, and also to create and confer general Powers of Sale and of Exchange, and to grant Building Leases, and to authorize Tenants for Life in Possession, when of full Age, to grant Farming Leases, and to appoint fresh Trustees, and any other and what Clauses, Powers, and Provisions; and it was referred back to the said Master to appoint new Trustees in the Room of the said *James Wenn* deceased, and of the said Defendants *Samuel Kilderbee* and *Spencer Horsey de Horsey*; and it was ordered, that the said Defendants *Samuel Kilderbee* and *Spencer Horsey de Horsey* should convey and assign the Trust Estates vested in them by the said Will and Two Codicils respectively dated as aforesaid to such new Trustees to be appointed by the said Master, upon the Trusts declared thereof in and by the said Will and Two Codicils dated as aforesaid,

aforesaid, and such Conveyance and Assignment was or were to be settled by the said Master in case the Parties differed about the same: And whereas the said Master on the Twenty-fifth Day of *June* One thousand eight hundred and thirty-eight made a separate Report of certain of the Matters so referred back to him by the said Order on further Directions, and thereby found, that the Particulars of the Estates by the said Order of the Sixth Day of *April* One thousand eight hundred and thirty-eight declared to be devised Real Estates of the said Testator consisted of the several Manors, Messuages, Farms, Lands, and Hereditaments particularly mentioned in the First Part of the Schedule to his said Report, and that the Real Estates of or to which the said Testator was seised or entitled at the Time of his Death, not by the said Order declared to constitute Part of such devised Estate, consisted of the Messuages, Lands, and Hereditaments particularly mentioned in the Second and Third Parts of the said Schedule to his said Report, and that the Particulars of the Leasehold and other Messuages, Lands, and Tenements of the said Testator of or to which he died seised, possessed, or entitled, or in which he was in any Manner interested, consisted of the several Messuages, Lands, and Tenements particularly mentioned in the Fourth Part of the said Schedule to his said Report; and the said Master was of opinion, that it would be for the Benefit of the several Parties interested in the said devised Real Estates that so much and such Part and Parts of the said devised Real Estates as might be necessary for that Purpose should be sold for the Purpose of discharging the Incumbrances now subsisting upon any Part or Parts of the said devised Real Estates, and also for the Purpose of enabling the Owners of the said Estates from Time to Time to purchase any other Estates which might lie more conveniently to be held with and annexed to the said Mansion House called *Easton Park*, or for otherwise improving the said Real Estates of the said Testator; and the said Master was of opinion, that it would also be for the Benefit of the Parties interested in the said devised Real Estates that Application should be made to Parliament for an Act to authorize and enable a Sale to be made of all or any Parts of the same Estates, for the Purpose of paying off the Charges and Incumbrances charged and subsisting thereon, and for the Purpose of purchasing any other Estates as aforesaid; and the said Master was of opinion, that it would also be for the Benefit of all the Parties interested as aforesaid that such Application should be extended so as to comprise the Copyhold Parts of the said Farm called *Barthropps* or *Hacheston Farm*, and the said Premises purchased by the said Testator from *George Scotchmer* and *Ann* his Wife, and from the Assignees of *Samuel Hunt Russell*, and also the Part therein-before stated to have been Copyhold purchased by the said Testator from *Harriot Harrison*, and forming Part of *Fuller's Farm*, and which last-mentioned Premises were particularly mentioned in and formed the Second Part of the said Schedule to his said Report, and also to create and confer general Powers of Sale and Exchange and Partition, and to lay out the Monies to arise from any such Sale, or to be received for Equality of Exchange or Partition, in the Purchase of other Lands and Hereditaments more convenient to be held with the said devised Real Estates or any Part thereof, and also to grant Building Leases, and

Separate Report, 25th June 1838.

to

Separate Report confirmed, and Permission given to apply to Parliament, 27th June 1838.

to authorize Tenants for Life in Possession, when of full Age, to grant Farming Leases, and to appoint fresh Trustees from Time to Time when and as Occasion should require, together with such other Powers and Provisions as might be found necessary for the full Exercise and Enjoyment of all such Powers; and the said Master appointed the Right Honourable *Henry Pelham Pelham Clinton*, the eldest Son of the Most Noble *Henry Pelham* Duke of *Newcastle*, commonly called *Henry Pelham* Earl of *Lincoln*, the Right Honourable *Charles John* Lord Viscount *Canning*, and the Honourable *James Bruce*, Second Son of the Right Honourable *Thomas* Earl of *Elgin* and *Kincardine*, to be new Trustees in the Room of the said *James Wenn* deceased, and of the said Defendants *Samuel Kilderbee* and *Spencer Horsey de Horsey*: And whereas the said separate Report was, by an Order of the said Court of Chancery bearing Date the Twenty-seventh Day of *June* One thousand eight hundred and thirty-eight, duly confirmed; and it was ordered, that the Honourable *Henry Pelham Pelham Clinton* commonly called the Earl of *Lincoln*, the Right Honourable *Charles John* Lord Viscount *Canning*, and *James Bruce* should be appointed new Trustees, in the Room of the said *James Wenn* deceased, and of the said *Samuel Kilderbee* and *Spencer Horsey de Horsey*, to act in the Trusts of the said Testator's said Will and Two Codicils; and it was ordered, that the said *Alexander* Duke of *Hamilton* and *Brandon* should apply to Parliament for an Act to authorize and enable the Trustees or Trustee for the Time being of the Will and Two Codicils of the said Testator *William Henry* Earl of *Rochford*, with the Consent in Writing of the Tenant for Life thereof for the Time being, to make Sale from Time to Time of all or any Part or Parts of such of the Real Estates of the said Testator as were comprised in the First and Second Parts of the Schedule to the said Master's Report, and of the Real Estates for the Time being held under the Trusts of the said Testator's Will, by Purchase or Exchange in lieu thereof, and also to authorize the Trustees or Trustee of the said Real Estates, with such Consent as aforesaid, from Time to Time to exchange the same or any Part thereof for other Hereditaments, and to make or concur in making Partition of the same Real Estates or any Part thereof with any Person or Persons who might be entitled to any undivided Share or Shares therein, and also to receive or pay Money for Equality of Exchange or Partition; and that the Monies from Time to Time to arise by the Sale, Exchange, or Partition of the said Testator's said Real Estates, the Amount thereof from Time to Time to be verified by Affidavit, be from Time to Time paid into the Bank, with the Privity of the Accountant General of the Court, to be there placed to the Credit of the said Causes, to an Account to be entitled "The Account of the Proceeds of Sales of the devised Real Estates," subject to the further Order of the Court; and that the said Act of Parliament so to be applied for contain a Power authorizing the Trustees for the Time being, with the Approbation of the Court, to lay out the Money or any Part thereof to arise from any such Sale, Exchange, or Partition in the Purchase of other Hereditaments to be held under the Trusts of the said Testator's said Will and Two Codicils; and that the said Act of Parliament contain a Power authorizing the Tenant for Life for the Time being of the said Estates to grant Leases for Farming Purposes
for

for any Term not exceeding Twenty-one Years in Possession, at Rack Rent, of all or any Part of the said Real Estate from Time to Time remaining subject to the Trusts of the said Will and Two Codicils, and to grant Leases of the same or any Part thereof for Building Purposes for any Term not exceeding Ninety-nine Years in Possession, at Rack or other the best Rent that can be reasonably obtained, with Liberty to reserve and take nominal Rents for some Parts of the Terms so to be granted; and that such Powers of Sale, Exchange, Partition, and Leasing as aforesaid extend to all the Lands which might from Time to Time be subject to the Trusts of the said Testator's said Will and Two Codicils, under the Exercise of any of the Powers aforesaid; and that the said Act of Parliament to be applied for contain a Power authorizing the Tenant for Life for the Time being of the said Real Estates to change and appoint new Trustees thereof from Time to Time as Occasion should require; and that the said Act contain all such other Powers and Provisions as might be found necessary for carrying the Purposes aforesaid into effect; and it was ordered that all necessary and proper Parties should concur in and consent to such Application: And whereas the Estates in and by the said Order on further Directions, dated the Sixth Day of *April* One thousand eight hundred and thirty-eight, declared to be devised Real Estates of the said Testator, are found by the last-mentioned Report in part to consist of the several Particulars in the Schedule hereto set forth under the Head of "*The Trimley and Easton Estates declared to be devised*": And whereas the Copyhold Parts of the said Farm called *Barthropps or Hacheston Farm*, and the said Premises purchased by the said Testator from *George Scotchmer* and *Ann* his Wife, and from the Assignees of *Samuel Hunt Russell*, and also the Part herein-before mentioned as Copyhold purchased by the said Testator from *Harriot Harrison*, and forming Part of *Fuller's Farm*, in the said separate Report respectively found to be fitting to be comprised in the said Application to Parliament, consist of the several Particulars in the Schedule hereto set forth under the Head of "*Part of the Easton Estate not declared to be devised*:" Wherefore Your Majesty's most dutiful and loyal Subjects the said Most Noble *Alexander Duke of Hamilton and Brandon*, the Honourable *William Alexander Anihony Archibald Hamilton* commonly called the Marquis of *Douglas and Clydesdale*, the Most Honourable *George Augustus Marquis and Earl of Donegal*, the Honourable *George Hamilton Chichester* commonly called the Earl of *Belfast*, on behalf of himself and his said infant Child, and the Honourable and Very Reverend *Edward Chichester* the Dean of *Raphoe*, and commonly called Lord *Edward Chichester*, on behalf of himself and his said infant Children the Honourable *Arthur Chichester* commonly called Lord *Arthur Chichester*, the Honourable *Hamilton Francis Chichester* commonly called Lord *Hamilton Francis Chichester*, the Honourable *John Ludford Chichester* commonly called Lord *John Ludford Chichester*, the Honourable *Stephen Algernon Chichester* commonly called Lord *Stephen Algernon Chichester*, and *Spencer Horsey de Horsey* on behalf of himself and his said infant Children, and the said *Spencer Horsey de Horsey* as such surviving Trustees as aforesaid, and the said *Henry Pelham Earl of Lincoln*, *Charles John Lord Viscount Canning*, and *James Bruce*, as such newly

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The Freehold Estate of the late William Henry Earl of Rochford vested in new Trustees upon the Trusts of his Will and of this Act.

appointed Trustees as aforesaid, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen'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 such and so many of all and singular the Manors, Messuages, Advowsons, Farms, Lands, Tenements, and Hereditaments comprised in the Schedule to this Act annexed as are not held by the said *Samuel Kilderbee* and *Spencer Horsey de Horsey*, or either of them, by Copy of Court Roll of any Manor or Manors, with their and every of their Rights, Members, and Appurtenances, 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 and the same are hereby vested in the said *Henry Pelham* Earl of *Lincoln*, *Charles John* Lord Viscount *Canning*, and *James Bruce*, and their Heirs, to the Use of them the said *Henry Pelham* Earl of *Lincoln*, *Charles John* Lord Viscount *Canning*, and *James Bruce*, and their Heirs, for ever, upon and for such and the same Estates and Interests, Trusts, Intents; and Purposes, and with, under, and subject to such and the same Powers, Provisions, and Declarations, as would be now subsisting undetermined and capable of taking effect in and affecting the same Premises respectively by virtue of the said Will and Codicils of the said *William Henry* Earl of *Rochford* if the Names of the said *Henry Pelham* Earl of *Lincoln*, *Charles John* Lord Viscount *Canning*, and *James Bruce* had been therein inserted instead of the Names of the said *Samuel Kilderbee*, *Spencer Horsey de Horsey*, and *James Wenn* respectively, and also upon and for the several Trusts, Intents, and Purposes, and with, under, and subject to the several Powers, Provisions, and Delarations herein-after expressed, declared, and contained concerning the same.

Power of Sale and Exchange by the Trustees.

II. And be it further enacted, That it shall be lawful for the said *Henry Pelham* Earl of *Lincoln*, *Charles John* Lord Viscount *Canning*, and *James Bruce*, and the Survivors and Survivor of them, and the Heirs of such Survivor, at any Time or Times after the passing of this Act, but with the Consent in Writing of the Person or Persons who by virtue of the said Will and Codicils of the said *William Henry* Earl of *Rochford* and this Act, or any of them, shall for the Time being be beneficially entitled in Possession to the Rents and Profits of the Hereditaments to be affected by the Exercise of this Power, if such Person or Persons shall be of the Age of Twenty-one Years, but if not then with the Consent in Writing of the Guardian or Guardians for the Time being of such Person or Persons respectively, (but subject to any Lease or Contract for a Lease which may be then affecting the same Hereditaments or any Part thereof by virtue of any Power in the said Will and Codicils or either of them, or in this Act, contained,) to make sale and dispose of, or to convey in Exchange for or in lieu of other Messuages, Lands, or Hereditaments in *England* or *Wales*, or by way of Partition, all or any Part of the Hereditaments comprised in the said Schedule hereto respectively, whether of Fee Simple or of Copyhold Tenure, with the Appurtenances, either together or in Parcels, and by public Auction or private Contract, to any Person or Persons whomsoever, for such

Price or Prices in Money, or for such Equivalent or Recompence in Messuages, Lands, or Hereditaments, and upon such Terms, as to them the said *Henry Pelham* Earl of *Lincoln*, *Charles John* Lord Viscount *Canning*, and *James Bruce*, or the Survivors or Survivor of them, or his Heirs, shall seem reasonable, with Liberty to rescind or vary any Contracts for Sale, Exchange, or Partition, and to buy in the said Hereditaments or any Part thereof which may be offered for Sale at any Auction, and to resell the same either by Auction or private Contract, without being answerable for any Loss which may happen by such Resale, and to do all Things requisite or proper for the Purpose of effectuating every such Sale, and also upon any such Exchange or Partition as aforesaid to pay or to stipulate that any Person or Persons with whom such Exchange or Partition shall be made shall pay any Sum or Sums of Money by way of Equality of Exchange or Partition; and upon every such Sale or Exchange or Partition the said *Henry Pelham* Earl of *Lincoln*, *Charles John* Lord Viscount *Canning*, and *James Bruce*, or the Survivors and Survivor of them, or his Heirs, upon Payment into the Bank of *England* in manner herein-after directed of the Purchase Monies of the Hereditaments so to be sold, or the Monies so stipulated to be paid by way of Equality of Exchange or Partition as aforesaid, shall convey, surrender, and assure the Hereditaments so to be sold or exchanged as aforesaid to such Person or Persons and in such Manner as shall be deemed expedient in order to effect such Sale or Exchange or Partition, freed and discharged (except as to any such Lease or Contract for a Lease as aforesaid) from all and every the Uses, Estates, Trusts, Powers, Provisions, and Declarations in and by the said Will and Codicils of the said *William Henry* Earl of *Rochford*, and this Act, or any of them, limited, expressed, declared, and contained concerning the same, or by virtue thereof respectively then affecting the same or any Part thereof; and upon every such Exchange or Partition as aforesaid all and every the Hereditaments to be received in Exchange or on Partition shall thereafter forthwith be conveyed, settled, and assured to, for, and upon such Uses, Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisions, and Declarations, as under the said Will and Codicils of the said *William Henry* Earl of *Rochford* and this Act, or any of them, shall at the Time of such Exchange or Partition affect the Hereditaments so exchanged or parted, or as near thereto as Circumstances will permit.

III. Provided always, and be it further enacted, That no such Sale or Exchange as aforesaid shall be valid or effectual except the same shall have been made under the Control and Direction of the said Court of Chancery, to be obtained on Petition in a summary Manner when and in case the Consideration Money or Price to be paid on any such Sale shall exceed the Sum of Two thousand Pounds, or when and in case the Land or Hereditaments proposed to be conveyed by way of Exchange, or shall on any One Transaction, exceed the Value of Two thousand Pounds, or when and in case the Sum Total or Amount of the Purchase Money of the Lands which shall be or shall have been so sold, the Value of the Lands and Hereditaments which shall be or shall have been so disposed of or conveyed by

Sales and Exchanges beyond 10,000*l.* to be under the Control of the Court of Chancery.

by way of Exchange, shall exceed in the whole the Price, Sum, or Value of Ten thousand Pounds: Provided nevertheless, that the said Mansion House of the said *William Henry* Earl of *Rochford*, and the Park and Lands thereto belonging, which he the said Testator occupied therewith, being the Lands and Hereditaments described in the Schedule hereto as "*Easton Park*, in hand," and the said Testator's Manors of *Wickham* with its Members, and *Byng*, *Easton*, *Letheringham*, *Martley Hall*, *Hoo*, *Kettleburgh Charsfield*, and *Hoo Charsfield*, shall not nor shall any Part or Parts thereof be sold or exchanged under the Power of Sale and Exchange in this Act contained.

Monies arising from Sale, Exchange, or Partition, to be paid into the Bank in the Name of the Accountant General of the Court of Chancery.

IV. And be it further enacted, That all Monies which shall arise from every Sale to be made in pursuance of this Act, or which shall be stipulated to be paid for Equality of Exchange or Partition as aforesaid, shall be paid by the Person or Persons respectively to or with whom such Sale or Exchange or Partition shall be made into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be there placed to his Account, "*Ex parte* the Purchasers of the devised Estates late of *William Henry* Earl of *Rochford* deceased," pursuant to the Method prescribed by an Act of the Twelfth Year of the Reign of King *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.

The Monies to be applied, under the Control of the Court of Chancery, in discharge of the Expences and Incumbrances.

V. And be it further enacted, That all Monies which shall be so paid into the Bank shall be paid and applied, under the Control and Direction of the said Court of Chancery, as herein-after mentioned, (that is to say,) in Payment of the Costs, Charges, and Expences preparatory to and attending the soliciting and applying for and preparing, obtaining, and passing this Act, and also the Costs, Charges, and Expences which shall have been incurred in relation to the Sale or Sales, Exchange or Exchanges, Partition or Partitions hereby authorized, and the Execution of the Powers and Authorities hereby created, and, subject thereto, in and towards paying off and discharging any Mortgage or Mortgages, or Charge or Charges, Incumbrance or Incumbrances which affect all or any of the said Hereditaments comprised in the said Schedule hereto; and that the Residue and Surplus of such Monies shall and may, with all convenient Speed, upon Application to be made to the said Court in a summary Way, or otherwise, by the Person or Persons who would under or by virtue of the Limitations contained in the said Will and Codicils respectively be for the Time being entitled to the Receipt of the Rents and Profits of the Hereditaments to be purchased as herein-after mentioned, in case such Purchase had been completed, if of full Age, and if not then by the Guardian or Guardians of such Person or Persons respectively, be laid out and invested in the Purchase of such Freehold or Copyhold Manors, Messuages, Lands, Tenements, or Hereditaments, to be situate in any Part of *England* or *Wales*, as shall be approved of by the said Court; all which said Hereditaments so to be purchased as aforesaid shall be conveyed, settled, and assured to,
for,

for, and upon such Uses, Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisions, and Declarations, as under the said Will and Codicils of the said *William Henry* Earl of *Rochford*, and this Act, or any of them, the Hereditaments so sold or exchanged or parted at the Time of such Sale or Sales, Exchange or Exchanges, Partition or Partitions respectively stood limited and settled or subject or were liable to, or as near thereto as Circumstances will admit.

VI. And be it further enacted, That all Sums of Money which shall be so paid into the Bank of *England* in the Name of the said Accountant General, to his Account there *ex parte* "the Purchasers of the devised Estates late of *William Henry* Earl of *Rochford* deceased," as herein-before directed, or so much thereof as shall not be ordered by the said Court to be applied in or towards paying off and discharging any Mortgage or Mortgages, or Charge or Charges, Incumbrance or Incumbrances affecting all or any of the Hereditaments comprised in the Schedule to this Act, or in Payment of Costs, Charges, and Expences, according to the Directions herein contained, shall, in the meantime and until the said Monies shall be invested in the Purchase of other Hereditaments as aforesaid, be from Time to Time laid out, under the Direction of the said Court, in the Purchase of Navy or Victualling or Exchequer Bills, and the Interest arising from the Money so laid out in the Purchase of such Navy or Victualling or Exchequer Bills, and the Money to be received from the same as they shall respectively be paid off by Government, shall be laid out from Time to Time in the Purchase of other Navy or Victualling or Exchequer Bills: Provided always, that it shall be lawful for the said Court to make such General or Special Order or Orders (if necessary) that whenever the Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in a 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 course of Payment as shall be effectual for enabling such Receipt in Exchange, and that in that Case the Interest on the old Bills shall be laid out as herein-before directed with respect to the Interest of the Bills which may be paid off; and all the said Navy, Victualling, and Exchequer Bills, whether purchased or received in exchange, shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until a proper Purchase or proper Purchases be found and approved as herein-before directed, and until the same shall, upon Petition to be preferred to the said Court in a summary Way by the Person or Persons who for the Time being would be entitled to the Possession or to the Receipt of the Rents and Profits of the Hereditaments so to be purchased as aforesaid, if such Person or Persons shall be of the Age of Twenty-one Years, or by the Guardian or Guardians of such Person or Persons, on his, her, or their Behalf, in case such Person or Persons shall be under that Age, be ordered to be sold by the said Accountant General for the Purpose of making or completing such Purchase or Purchases of Hereditaments in such Manner as the said Court shall think fit and direct; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original

Until Purchases found, Monies to be invested in Navy, Victualling, or Exchequer Bills.

[*Private.*]

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Purchase

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 and Persons respectively as would have been entitled to receive the Rents and Profits of the Hereditaments directed to be purchased in case the same had been actually purchased in pursuance of this Act, or to the Representative or Representatives of such Person or Persons, as Part of his, her, or their Personal Estate.

Accountant-
General's Cer-
tificate to be
a Discharge
for Monies
paid into the
Bank.

VII. And be it further enacted, That the Certificate or Certificates of the Accountant General of the said Court of Chancery of the Payment into the Bank of *England* of any Money which under this Act is or may be or become payable into the said Bank, shall be and shall be deemed and taken to be a good and effectual Discharge or good and effectual Discharges to the Person or Persons respectively paying the same, and to his, her, and their Heirs, Executors, Administrators, and Assigns, for the same, or so much thereof as therein respectively shall be expressed to have been paid; and that the Person and Persons paying the same, and having obtained any such Certificate as aforesaid, his, her, or their Heirs, Executors, Administrators, or Assigns, shall not afterwards be liable to see to the Application of such Monies, nor be answerable or accountable for any Loss, Misapplication, or Nonapplication of the same.

Final Pay-
ment to the
Persons
absolutely
entitled of the
Monies to
arise under
the Powers
hereby cre-
ated.

VIII. And be it enacted, That at any Time or Times after any Monies shall have been paid into the Bank as herein-before is directed it shall be lawful for the said Court of Chancery, upon Application in a summary Way, or otherwise, by any Person or Persons who by virtue of the said Will and Codicils of the said *William Henry* Earl of *Rochford* and this Act, or any of them, shall then be absolutely entitled to such Monies or any Part thereof, (but if any such Person or Persons shall be under the Age of Twenty-one Years, then by his, her, or their Guardian or Guardians for the Time being, in his, her, or their Behalf,) to direct such Monies or any Part thereof to be paid, or the Bank Annuities or Securities wherein the same or any Part thereof shall then be invested to be transferred or assigned, to the Person or Persons so entitled, or to such Person or Persons and in such Manner as the said Court shall think fit.

Until Sales
the Rents to
be received
by the same
Persons as
would have
been in case
this Act had
not passed.

IX. And be it further enacted, That in the meantime and until such Sale or Sales shall be made of the Hereditaments by this Act authorized to be sold, the Rents and Profits of the same Hereditament, or of so much and such Part and Parts thereof as shall for the Time being and from Time to Time remain unsold, shall be received and taken and enjoyed by such Person or Persons as would have been entitled to have had, received, and enjoyed the same in case this Act had not passed.

Court of
Chancery
empowered
to make
Orders for
Taxation and

X. Provided always, and be it further enacted, That it shall be lawful for the said Court of Chancery, upon any such Application in a summary Way or otherwise as aforesaid, from Time to Time to make such Orders as the said Court shall think fit for taxing and settling all Costs, Charges, and Expences which shall have been

incurred in or about the said Proceedings in Chancery, and in preparing, soliciting, applying for, and obtaining and passing this Act, and preparatory thereto, and in making the several Applications to the said Court in pursuance hereof, and in making and completing any Sale or Exchange or Partition hereby authorized, and in vesting all or any of the Monies which under this Act shall be paid into the Bank on Security or in the Purchase of Lands and Hereditaments under the Powers herein contained, or otherwise in carrying the Trusts and Purposes of this Act into execution, and also from Time to Time to make such Orders as the said Court shall think fit for Payment of such Costs, Charges, and Expences out of the Monies which shall be paid into the Bank as aforesaid, and also from Time to Time to make such other Order or Orders in or about the Execution of this Act as the said Court shall think fit.

Payment of Costs and Charges attending the Execution of this Act.

XI. And be it further enacted, That it shall be lawful for the Person or Persons who by virtue of the said Will and Codicils of the said *William Henry Earl of Rochford* and this Act, or any of them, shall for the Time being be beneficially entitled as Tenant or Tenants for Life in Possession to the Rents and Profits of the Hereditaments to be affected by the Exercise of this Power, to demise or lease all or any Part or Parts of the Hereditaments comprised in the said Schedule hereto to any Person or Persons for any Term or Number of Years, not exceeding Twenty-one Years, in Possession, and not in Reversion or by Way of future Interest; so that upon every such Lease there be reserved and made payable during the Continuance thereof, and to go along with and be incident to the immediate Reversion of the Premises so to be leased, the best and most approved yearly Rent or Rents that at the Time of granting such Lease can or may be reasonably obtained for the same, without taking any Fine, Premium, or Foregift for the making thereof; and so that in every such Lease there be contained a Condition of Re-entry on Nonpayment of the Rent or Rents to be thereby reserved by the Space of Twenty-one Days next after any Part thereof shall become payable, and a Covenant on the Part of the Lessee or Lessees to pay the same; and so that the Lessee or Lessees named in every such Lease seal and deliver a Counterpart thereof; and so that no Lessee to whom any such Lease shall be made be by any Clause or Words therein contained authorized to commit Waste or exempted from Punishment for committing Waste: Provided always nevertheless, that the said Mansion House of the said *William Henry Earl of Rochford*, and the Park and Lands thereto belonging, which he the said Testator occupied therewith, and the said Testator's Manors of *Wickham* with its Members, and *Byng, Easton, Letheringham, Martley Hall, Hoo, Kettleburgh Charsfield, and Hoo Charsfield*, or such and so many of them as from Time to Time shall be and continue subject to the Trusts and Limitations of the said Will and Codicils and this Act, or any of them, shall not be demised or leased under this Power separately from each other; and that in every Demise or Lease to be made of the same the Tenant or Lessee thereof shall covenant to make the said Mansion the principal Place of the Residence of himself and his Family, and to keep the same and the said Park and Lands in good Repair, Order,

Power of leasing for Twenty-one Years.

and

and Condition, and to exercise the Rights and Privileges attached or belonging to the said Manors respectively.

Power to
grant Build-
ing Leases.

XII. And be it further enacted, That it shall be lawful at any Time or Times after the passing of this Act for the Person or Persons who by virtue of the said Will and Codicils of the said *William Henry* Earl of *Rochford* and this Act, or any of them, shall for the Time being be beneficially entitled in Possession as Tenant for Life to the Rents and Profits of the Hereditaments to be affected by the Exercise of this Power, if such Person or Persons shall be of the Age of Twenty-one Years, but if not then to and for the said *Henry Pelham* Earl of *Lincoln*, *Charles John* Lord Viscount *Canning*, and *James Bruce*, and the Survivors and Survivor of them, and his Heirs, during the Minority or respective Minorities of the Person or Persons respectively so for the Time being entitled, to demise or lease all or any Part or Parts of the Hereditaments comprised in the said Schedule hereto, or for the Time being subject as aforesaid to all or any of the Trusts of the said Will and Codicils and this Act, or any of them, to any Person or Persons who shall be willing to take the same for the Purpose of building or of rebuilding any Building or Buildings upon the Premises to be so leased or any Part thereof, or of effectually repairing any Building or Buildings then standing thereon; with or without Liberty to take down any Building or Buildings then existing upon the same Premises, and to apply the Materials to such Purposes as shall be agreed upon; and with or without Liberty to lay out and appropriate any Part or Parts of the Ground which shall be comprised in any such Lease as or for a Yard or Yards, Garden or Gardens, or any other Convenience to be held, occupied, or enjoyed with any Building or Buildings so to be built, rebuilt, or repaired; and with or without Liberty to make and lay out any Street or Streets, Road or Roads, and to make Drains, Sewers, or other Easements for the more convenient Enjoyment thereof; and for the Purposes aforesaid to dig, take, and remove Earth, Clay, Stone, Sand, Loam, or Gravel, and also for the same Purposes to make Bricks or Tiles to be used in and upon the Premises so to be leased, but not otherwise; and also with any other Power or Powers which may be considered advisable in order to effectuate the Object of the Parties to any such Lease; and also with, under, and subject to such Covenants, Provisoes, and Agreements as from the Nature of the Case may be deemed expedient; so that every such Lease for the Purpose of new building or rebuilding be made for any Term or Number of Years not exceeding Ninety-nine Years; and so that every such Lease for the Purpose of effectually repairing any Building or Buildings be made for any Term or Number of Years not exceeding Forty-one Years; and so from Time to Time and in like Manner to grant a new Lease or new Leases for building, rebuilding, or repairing of the same Premises or any Part thereof for such Term or Terms respectively as aforesaid; and so that every such Lease shall take effect in Possession, and not in Reversion or by way of future Interest; and so that upon every such Lease there be reserved and made payable half yearly or oftener during the Continuance thereof, and to go along with and be incident to the immediate Reversion of the Premises so
to

to be leased, the best and most beneficial Rent or Rents that at the Time of granting such Lease (considering the Nature and Circumstances of the Case) can be reasonably obtained for the same, but so nevertheless that a nominal Rent may be reserved for the first Two or Three Years of any Term that may be granted under this present Power, without taking any Fine, Premium, or Foregift for the making thereof (the Acceptance of the Surrender of any existing Lease not being considered in the Nature of a Fine, Premium, or Foregift); and so that in every such Lease there be contained Covenants by the Lessee or Lessees to pay the Rent or Rents to be thereby reserved, and also to pay all Taxes, Charges, Assessments, and Impositions affecting or to affect the Premises therein comprised, and also to build, rebuild, and effectually repair the Building or Buildings which at the Time of the Execution of such Lease may be agreed to be so built, rebuilt, and repaired, and also to maintain and keep every such Building in good Repair and insured from Loss or Damage by Fire to the Amount of at least Three Fourths of its Value in some One or more of the public Offices in *London* or *Westminster* for insuring against Loss or Damage by Fire, and to lay out the Money to be received by virtue of every such Insurance in rebuilding, repairing, and reinstating such Building or Buildings as shall be destroyed or damaged by Fire, and at the End or sooner Determination of the Term by such Lease granted to surrender quietly and without Delay the Premises therein comprised, and to leave in good Repair the Building or Buildings therein covenanted to be built, rebuilt, or repaired; and so that in every such Lease there be also contained a Condition of Re-entry on Nonpayment of the Rent or Rents to be thereby reserved by the Space of Twenty-one Days next after any Part thereof shall become payable, or on Non-performance of the Covenants, Provisoos, or Conditions to be therein contained on the Part of the Lessee or Lessees; and so that the Lessee or Lessees named in every such Lease seal and deliver a Counterpart thereof; and so that no Lessee to whom any such Lease shall be made be by any Clause or Words therein contained authorized to commit Waste or exempted from Punishment for committing Waste, save so far as may be necessary for the Purposes hereby authorized: Provided nevertheless, that the said Mansion House of the said *William Henry* Earl of *Rochford*, and the Park and Lands thereto belonging, which he the said Testator occupied therewith, being the Lands and Hereditaments described in the Schedule hereto as "*Easton Park*, in hand," and such Hereditaments and Premises (if any) as the said Testator has declared by his Will shall not be demised or leased under the Power of leasing in his Will contained separately from each other, or so many and such Part or Parts thereof as from Time to Time shall be and continue subject to the Trusts and Limitations of the said Will and Codicils and this Act, or any of them, shall not be demised or leased under this Power.

Covenants to be contained in Leases.

XIII. Provided always, and be it further enacted, That it shall be lawful at any Time or Times after the passing of this Act for the Person and Persons by this Act authorized to grant a Lease or Leases respectively to enter into any Contract or Contracts in Writing for granting any Lease or Leases authorized by the Powers herein-before

Power of contracting to grant Leases.

[*Private.*]

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contained,

contained, or any of them, for the Purposes of building, rebuilding, or repairing, and to agree, when and as any Ground or Building or Buildings so contracted to be let, or any Part or Parts thereof, shall be built upon, rebuilt, or repaired, to demise and lease all or Part or Parts of the Ground or Building or Buildings mentioned in any such Contract to the Person or Persons contracting to take the same, or his, her, or their Executors, Administrators, or Assigns, or Nominee or Nominees, during the Residue of the Term or Terms to be specified in such Contract, and in such Parcels, and under and subject to such Portions of the yearly Rent or Rents, to be specified in such Contract, as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved in any such Lease shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Sixth Part of the clear yearly Rack Rent Value of the Land and Buildings to be comprised in such Lease when fit for Habitation and Use; and so that every Lease to be granted pursuant to any such Contract shall be conformable to the Provisions hereinbefore contained concerning the Leases hereinbefore authorized to be made so far as the same shall be applicable: Provided always, that in every such Contract there shall be inserted a Condition for vacating the same, or for Re-entry into such Part or Parts of the Premises therein comprised as shall not be built upon, rebuilt, or repaired respectively in the Manner therein stipulated, within a reasonable Time to be therein appointed for that Purpose, and also a Provision that the Person or Persons to whom a Lease or Leases ought to be granted pursuant to such Contract shall accept such Lease or Leases, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same, within a reasonable Time to be appointed by such Contract, or that in default thereof, but without prejudice to the Right to enforce the Performance of such Contract, or to any Action for the Breach thereof, such Contract may be declared to be void by any Writing under the Hand of the Person who contracted to grant such Lease, or the Person then bound to grant the same; and such Contract shall thereupon become void: Provided also, that every Lease which shall be granted as aforesaid in pursuance or in consequence of a previous Contract, and not being inconsistent with the Provisions of this Act, shall be deemed to be duly granted although such Contract shall not in all respects have been duly observed; and that after any such Lease shall have been executed the Contract for the same shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of such Lease.

Power to alter or re-lease Contracts, or to accept a Surrender of any Premises contracted to be leased.

XIV. And be it further enacted, That when and so often as any Contract for a Lease shall have been entered into as aforesaid it shall be lawful for the Person or Persons hereinbefore authorized to grant any such Lease as aforesaid at any Time or Times thereafter to enter with the other Party or Parties to such Contract into any new Covenant or Covenants, Agreement or Agreements, by way of Addition to or Explanation or Alteration of all or any of the Covenants or Agreements in such Contract to be contained, or to release the Person or Persons with whom such Contract shall have been entered into, and his, her,
or

or their Heirs, Executors, Administrators, or Assigns, from the Observance of all or any Part thereof, and to substitute (if it shall be thought expedient) any new Covenant or Covenants, Agreement or Agreements, instead of the Part or Parts of such Contract which shall be so released, or to accept a Surrender of all or any Part of the Hereditaments comprised in such Contract, which Hereditaments so surrendered may be leased or contracted to be leased and afterwards leased under the Powers herein contained as if no Contract for leasing the same had previously been entered into: Provided always, that nothing herein contained shall be taken to authorize any Covenant or Agreement inconsistent with the Provisions of this Act, or to authorize the Release of any Covenant, Proviso, or Agreement herein-before specifically directed to be inserted in any Lease or Contract for a Lease to be made or entered into by virtue of this Act unless such Lease or Contract be absolutely surrendered.

XV. Provided always, and it is hereby declared and enacted, That so far as any Lease or Contract for a Lease which may be proposed to be made or entered into under the Powers hereby created or any of them shall include any of the Hereditaments comprised in the Schedule hereto which are holden by Copy of Court Roll of any Manor or Manors, the Custom or Customs whereof do not authorize except by Licence such proposed Lease or Leases to be made or granted, such Leases and Contracts shall not nor shall any of them be valid or binding until after the Licence or Licences necessary for rendering the same valid shall have been obtained, and that for the Purpose of giving legal Effect to any such Lease or Leases of the said Copyhold Hereditaments as aforesaid it shall and may be lawful to and for the said *Henry Pelham* Earl of *Lincoln*, *Charles John* Lord Viscount *Canning*, and *James Bruce*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, having obtained such Licence or Licences as aforesaid, to join and concur with the Person or Persons hereby authorized to grant Leases as aforesaid in making or granting any such Lease or Leases as aforesaid, or to ratify and confirm the same or any of them.

Licenses for Leases of Copyholds to be procured from the Lords of the Manors whereof the same are holden.

XVI. And be it further enacted, That when and so often as Possession of any Hereditaments to be comprised in any such Lease or Contract for a Lease as aforesaid shall be resumed or recovered by virtue of the Condition of Re-entry in such Lease or Contract to be contained, or when and so often as any such Contract shall have become void as aforesaid, the Premises whereof Possession shall be so resumed or recovered may be leased or contracted to be leased, and afterwards leased, under the Powers herein contained, as if no Lease or Contract for a Lease of the same had been previously made or entered into.

Where Possession is recovered under Condition of Re-entry the Premises may be again leased or contracted to be leased.

XVII. Provided always, and be it further enacted, That if the said *Henry Pelham* Earl of *Lincoln*, *Charles John* Lord Viscount *Canning*, and *James Bruce*, or any of them, or any Trustee or Trustees who shall succeed to or be appointed in the Place of them or any of them as herein-after is mentioned, shall die, or desire to be discharged from, or decline or become incapable to act in the Trusts by the said Will and

Power to appoint new Trustees.

and Codicils of the said *William Henry* Earl of *Rochford*, or this Act, in them or him reposed, or shall go out of *Great Britain* before such Trusts shall be fully performed, then and in every such Case it shall be lawful for the Person or Persons who by virtue of the said Will and Codicils of the said *William Henry* Earl of *Rochford* and this Act, or any of them, shall for the Time being be beneficially entitled in Possession to the Rents and Profits of the Lands and Hereditaments from Time to Time subject to the Trusts of the said Will and Codicils of the said *William Henry* Earl of *Rochford* or this Act, from Time to Time to appoint any other Person or Persons to be a Trustee or Trustees in the Place of the Trustee or Trustees so dying, desiring to be discharged, or declining or becoming incapable to act, or going out of *Great Britain* as aforesaid, and when and so often as any new Trustee or Trustees shall be appointed as aforesaid all the Trust Premises the Trustee or Trustees whereof shall so die, desire to be discharged, or decline or become incapable to act, or go out of *Great Britain* as aforesaid, shall thereupon with all convenient Speed be conveyed and transferred so as to be legally and effectually vested in the newly appointed Trustee or Trustees jointly with the surviving or continuing or other Trustees or Trustee, or in such newly appointed Trustee or Trustees only, as the Case may require, upon and for the same Trusts, Intents, and Purposes, and with, under, and subject to the same Powers, Provisions, and Declarations as in and by the said Will and Codicils of the said *William Henry* Earl of *Rochford* and this Act are expressed, declared, and contained concerning the same Premises, or such of the same Trusts, Intents, and Purposes, Powers, Provisions, and Declarations, as shall be then subsisting undetermined and capable of taking effect; and every such new Trustee shall and may act and be concerned in the Execution of the Trusts to which such Trustee shall be so appointed as fully and effectually, and with the same Powers, Authorities, and Discretion, as if such new Trustee had been originally appointed by the said Will and Codicils of the said *William Henry* Earl of *Rochford* or by this Act.

Trustees
Receipts to
be good Dis-
charges.

XVIII. Provided always, and be it further enacted, That the Receipt or Receipts of the Trustees or Trustee for the Time being acting by virtue of the said Will and Codicils of the said *William Henry* Earl of *Rochford* or this Act, for any Money which shall come to their or his Hands by virtue of the same Will and Codicils or of this Act, or any of them, shall be an effectual Discharge or effectual Discharges to the Persons respectively paying the same for the Money for which such Receipt or Receipts shall be so given, or for so much thereof as in such Receipt or Receipts respectively shall be expressed to be received, and the Persons respectively paying such Money and taking such Receipt or Receipts for the same shall not afterwards be bound to see to the Application, or be answerable for any Loss, Misapplication, or Nonapplication of such Money or any Part thereof.

Indemnity to
Trustees.

XIX. Provided always, and be it further enacted, That the said *Henry Pelham* Earl of *Lincoln*, *Charles John* Lord Viscount *Canning*, and *James Bruce*, and the several Trustees hereafter to be appointed by virtue of this Act, and every of them, their and every of their
Heirs,

Heirs, Executors, Administrators, and Assigns, shall be charged and chargeable only for so much Money as they shall respectively actually receive by virtue of the said Will and Codicils of the said *William Henry Earl of Rochford* or this Act, notwithstanding their or any of their joining in any Receipt or Receipts for the sake of Conformity, and any One or more of them shall not be answerable for the others or other of them, or for the Acts, Receipts, Neglects, or Defaults of the other or others of them, but every of them for his own Acts, Receipts, Neglects, and Defaults only, nor for any Misfortune, Loss, or Damage which may happen in the Execution of any of the said Trusts or Powers, or in relation thereto, except the same shall happen by or through their own wilful Neglects or Defaults respectively; and also that the said several Trustees and every of them, their and every of their Heirs, Executors, Administrators, and Assigns, shall and may, out of the Monies which shall come to their respective Hands by virtue of the said Will and Codicils of the said *William Henry Earl of Rochford* or of this Act, retain to and reimburse themselves respectively, and also allow to their and his Co-trustee and Co-trustees, all Loss, Costs, Damages, and Expences which he or they or any of them shall suffer, sustain, or disburse in or about the Execution of the said Trusts and Powers respectively in them reposed and vested, or otherwise howsoever relating thereto.

XX. Provided always, and be it further enacted, That notwithstanding the passing of this Act the said *Elizabeth Fountaine, Sarah Garnett, George Girdler, and Maria Dore* shall continue entitled to receive the said respective Annuities or yearly Rent-charges limited to or provided for them respectively by the said Will and Codicils respectively, by and out of the several Hereditaments by the said Will and Codicils respectively made subject thereto, other than and except so much and such Parts of the said Hereditaments as shall have been conveyed to the Purchaser or Purchasers thereof, or other Person or Persons, under any Sale for the Purpose of paying Debts which may be made by virtue of this Act; and that the same Hereditaments and every Part thereof (other than and except as aforesaid) shall continue liable to the said Annuities or yearly Rent-charges respectively, and to the Powers and Remedies by the said Will and Codicils or any or either of them given or limited for recovering and enforcing the Payment thereof, in such and the same Manner as if the Hereditaments which shall have been so conveyed as aforesaid had never been charged with or made liable to the same Annuities or Rent-charges, Powers, and Remedies respectively.

Rights of
Annuitants
preserved.

XXI. And whereas the said Lord *Arthur Chichester* and Lord *John Ludford Chichester* are with their respective Regiments in the Island of the *Mauritius*, and the said Lord *Hamilton Francis Chichester* is now residing in the Island of *Malta*, and the said Lord *Stephen Algernon Chichester* is now with his Regiment in the Island of *Ceylon*, who are respectively interested under the said Testator's Will as aforesaid, and their respective Consents to this Act have not been proved; be it therefore enacted, That this Act shall not nor shall any of the Provisions herein contained operate or be of any Effect as against the said Lord *Arthur Chichester, Lord John Ludford Chichester,*

This Act not
to affect cer-
tain Parties
until their
Consent shall
have been
enrolled in
the Court of
Chancery.

[Private.]

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ter,

ter, Lord *Hamilton Francis Chichester*, and Lord *Stephen Algernon Chichester*, so interested as aforesaid respectively, or as against any Person or Persons claiming or to claim by, from, through, or under them, or any or either of them, until the said Lord *Arthur Chichester*, Lord *John Ludford Chichester*, Lord *Hamilton Francis Chichester*, and Lord *Stephen Algernon Chichester* shall respectively signify their Consent to this Act by Writing under their Hands, attested respectively by One or more credible Witness or Witnesses, and such Writing shall be enrolled in Her Majesty's High Court of Chancery within Three Years after the passing of this Act; and from and after the Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon the said Lord *Arthur Chichester*, Lord *John Ludford Chichester*, Lord *Hamilton Francis Chichester*, and Lord *Stephen Algernon Chichester*, and all Persons claiming or to claim by, from, through, or under them or any, or either of them, as if such Consent had been obtained and proved before the passing of this Act; and such Consent may be given in the Form or to the Effect following; (that is to say,)

Form of
Consent.

‘ I [or We]

‘ do hereby consent to an Act of Parliament passed in the
‘ Year of the Reign of Queen *Victoria*, intituled *An Act for autho-*
‘ *rizing the Sale and Exchange of the Real Estate devised by the Will*
‘ *of the Right Honourable William Henry Earl of Rochford deceased,*
‘ *and for the Application of the Produce thereof, and for authorizing*
‘ *the granting of Leases of the same Estate; and for other Purposes.*
‘ Given under my Hand [or our Hands] the Day of
‘ in the Year of our Lord ’

General
Saving.

XXII. Saving always to the Queen's most Excellent Majesty, Her 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 Most Noble *Alexander Duke of Hamilton and Brandon*, the Honourable *William Alexander Anthony Archibald Hamilton* commonly called Marquis of *Douglas and Clydesdale*, and his First and every other Son and Sons, and the Heirs Male of the Body or Bodies of such First and other Sons respectively; and the Second and every other Son and Sons of the said *Alexander Duke of Hamilton and Brandon*, and the Heirs Male of the Body and Bodies of such Second and other Son and Sons respectively; and the said Most Honourable *George Augustus Marquis of Donegal*; and the said Honourable *George Hamilton Chichester* commonly called the Earl of *Belfast*; and the said Honourable *Frederick Viscount Chichester* commonly called the Viscount *Chichester*, and his First and every other Son and Sons, and the Heirs Male of the Body and Bodies of such Son and Sons respectively; and the Second and every other Son and Sons of the said *George Hamilton Earl of Belfast*, and the Heirs Male of the Body and Bodies of such Second and other Sons respectively; and the said Honourable and Very Reverend *Edward Chichester* Dean of *Raphoe* commonly called the Lord *Edward Chichester*; and the said *George Augustus Hamilton Chichester*, and his First and every

every other Son and Sons, and the Heirs Male of the Body and Bodies of such First and other Son and Sons respectively; and the said *Henry Fitzwarine Chichester*, and his First and every other Son and Sons, and the Heirs Male of the Body and Bodies of such First and other Son and Sons respectively; and the said *Adolphus John Churchill Chichester*, and his First and every other Son and Sons, and the Heirs Male of the Body and Bodies of such First and other Sons respectively; and the Fourth and every other Son and Sons of the said Lord *Edward Chichester*, and the Heirs Male of the Body and respective Bodies of such Fourth and other Son and Sons respectively; and the said Honourable *Arthur Chichester* commonly called Lord *Arthur Chichester*, and his First and every other Son and Sons, and the Heirs Male of the Body and Bodies of such First and other Sons respectively; and the said Honourable *Hamilton Francis Chichester* commonly called Lord *Hamilton Francis Chichester*, and his First and every other Son and Sons, and the Heirs Male of the Body and Bodies of such First and other Sons respectively; and the said Honourable *John Ludford Chichester* commonly called Lord *John Ludford Chichester*, and his First and every other Son and Sons, and the Heirs Male of the Body and Bodies of such First and other Sons respectively; and the said Honourable *Stephen Algernon Chichester* commonly called Lord *Stephen Algernon Chichester*, and his First and every other Son and Sons, and the Heirs Male of the Body and Bodies of such First and other Sons respectively; and the Eighth and every other Son and Sons of the said *George Augustus* Marquis of *Donegal*, and the Heirs Male of the Body and respective Bodies of such Third and other Son and Sons respectively; and the said *Spencer Horsey de Horsey*; and the said *William Henry de Horsey*, and his First and every other Son and Sons, and the Heirs Male of the Body and Bodies of such Son and Sons respectively; and the said *Algernon Frederick Rous de Horsey*, and his First and every other Son and Sons, and the Heirs Male of the Body and Bodies of such Son and Sons respectively; and the Third and every other Son and Sons of the said *Spencer Horsey de Horsey*, and the Heirs Male of the Body and Bodies of such Son and Sons respectively; and the said *Adeline Louisa Maria de Horsey*, and the Heirs of her Body; and all and every other the Daughter and Daughters of the said *Spencer Horsey de Horsey*, and the Heirs of the Body of such Daughter and Daughters respectively; and the said *Samuel Kilderbee* and *Spencer Horsey de Horsey*, as such surviving Trustees as aforesaid, and their Heirs; and the said *Henry Pelham* Earl of *Lincoln*, *Charles John* Lord Viscount *Canning*, and *James Bruce*, as such new Trustees as aforesaid; and except all and every other Person and Persons having or claiming, or who shall or may have or claim, any Estate, Charge, Right, Title, or Interest, at Law or in Equity, of, in, to, out of, or upon the said Messuages, Lands, Tenements, Tithes, Rents, Hereditaments, and Premises hereby vested and settled as aforesaid, or any of them, or any Part or Parts thereof respectively, under or by virtue of the said Will and Codicils of the said *William Henry* Earl of *Rochford*, or any or either of them,) all such Estate, Right, Title, Interest, Claim, or Demand whatsoever, at Law or in Equity, of, in, to, or out of the same Hereditaments and Premises which shall or may be sold or exchanged or parted under or in pursuance of the Powers and Authorities

rities hereby created, or any of them, or any Part or Parts thereof respectively, as they, every or any of them had before the passing of this Act, or would or might have had, held, or enjoyed in case this Act had not been passed.

This Act as
printed by the
Queen's
Printers to
be Evidence.

XXIII. And be it further enacted, That this Act shall be printed by the several Printers to the Queen'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.

The SCHEDULE referred to by the foregoing Act.

The Trimley and Easton Estates declared to be devised.

TRIMLEY ESTATE.

The Manors or Lordships of Walton otherwise Walton with Trimley, Felixstow otherwise Felixstow Priory, Russells in Falkenham, Grimstone otherwise Grimstone with Morston, Morston otherwise Moxton otherwise Modeston, Blowfield with Burnfields otherwise Burnvalls, and Stratton otherwise Stratton with Seabridge, in the County of Suffolk, and also the Advowson and Right of Presentation of and to the Rectory and Parish Church of Trimley Saint Martin in the said County of Suffolk, all in hand; and also the several Messuages or Tenements, and Farms, Lands, and Hereditaments, situate in the several Parishes of Trimley Saint Mary, Trimley Saint Martin, Levington, Kirton, Felixstow, Hemley, Walton, Bucklesham, Falkenham, Stratton, and Nacton, the Particulars whereof are herein-after set forth; that is to say,

STRATTON HALL FARM.

In the Occupation of Mr. Edward Kersey, at the yearly Rent of Seven hundred Pounds.

Reference.		A.	R.	P.
1.	Trimley Walk	37	1	31
2.	Middle Ditto	24	1	33
3.	Great Ditto	64	1	26
4.	Barn Ditto	16	3	37
5.	White Post Ditto	21	2	11
6.	Levington Ditto	24	3	17
7.	Plash Ditto	22	3	0
8.	Warren House Field	35	1	4
9.	New Close	24	0	32
10.	Levington Pightle	4	0	20
11.	Further Fourteen Acres	14	3	24
12.	Pound Lay	24	2	19
13.	First Fourteen Acres	14	3	11
14.	Stack Yard Field	14	2	25
15.	Great Seabridge	37	0	28
16.	Little Ditto	23	1	30
17.	Stable Pightle	5	1	16
18.	Chapel Field	20	1	22

[Private.]

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Reference.		A.	R.	P.
19.	Upper Hospital Piece	4	1	21
20.	Lower Ditto Ditto	11	1	30
21.	Wheat Marsh	12	1	28
22.	Ditto Close	4	0	0
23.	Rider's Meadow	4	3	32
24.	Upper Oak Piece	5	3	37
25.	Lower Ditto Ditto	13	0	32
26.	Pudding Pightle	6	1	20
27.	Horse Fen	6	1	18
28.	Home Grove	13	3	12
29.	Trunk Close	13	3	0
30.	West Cliff Field	25	1	8
31.	Crag Pit Field	29	0	35
32.	Stack Field	19	1	4
33.	Further Cliff Ditto	20	3	36
34.	Further Grove	3	3	33
35.	Ditto New Marsh	6	3	24
36.	Middle Ditto	12	1	4
37.	Cliff	2	2	0
38.	Ditto	3	0	38
39.	Left Hand Marsh	12	3	26
40.	Island	6	1	2
41.	Stratton Creek	2	1	36
42.	Second Left Hand Marsh	18	3	28
43.	Saltings	32	3	6
44.	Wall	5	3	22
45.	Home Yards, &c.	3	2	24
46.	Walk Ditto	1	0	13
47.	Skirting	2	2	36
48.	Further Marsh Trimley	17	3	18
49.	First Further Ditto	26	2	34
50.	Little Further Trimley	12	0	19
51.	Saltings	9	1	18
52.	The Wall	1	2	34
53.	Nacton Cottage, &c.	0	2	34
54.	Fleet	1	1	12
55.	New Ditto	0	2	24
56.	Dikes	0	2	21
57.	Stack Meadow	14	0	26
58.	Stack Ditto Drift	0	1	20
Total		824	1	32

MORSTON AND HILL FARMS.

In the several Occupations of Messrs. Williams, Everett, and Dawson, at several yearly Rents, amounting together to Nine hundred and twenty Pounds.

Reference.		A.	R.	P.
1.	Walk	11	0	30
2.	Ditto	22	2	3
3.	Ditto	11	0	25

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Reference.		A.	R.	P.
4.	Walk	10	3	23
5.	Ditto	}	7	3
6.	Ditto			
7.	Ditto			
8.	Twenty Acres	21	0	21
9.	Thirty Acres	27	0	16
10.	Eight Ditto	8	2	26
11.	Twenty-five Ditto	22	2	18
12.	Twenty Ditto	21	1	24
13.	Warren House and Garden	0	2	29
14.	Square Walk	15	2	11
15.	_____	—	—	—
16.	Square Walk	18	2	18
17.	Ditto	23	1	34
18.	Ditto	23	0	27
20.	Walk Barn and Yards	0	3	32
21.	Further Vent	11	1	1
22.	First Vent	18	0	17
23.	Seven Acres	10	2	6
24.	Fourteen Ditto	16	3	3
25.	Timber Field	32	2	26
26.	Small Beer Field	19	2	39
27.	Neat House Field	9	1	18
28.	Yards, House, &c.	4	0	29
29.	Lawn	8	3	38
30.	Granary Field	21	1	14
31.	The Carr	9	2	9
32.	Broom Hill	10	3	1
33.	Meadow	4	3	36
34.	Fourteen Acres	17	1	38
35.	Cliff	4	3	5
36.	Bottom of Cliff	2	1	6
37.	Crag Pit	0	3	1
38.	Wheat Lands	6	0	29
39.	New Marsh	13	1	14
40.	Sawyer's Marsh	5	2	27
41.	Saltings	4	2	0
42.	Wall	1	1	11
43.	Further Marsh	22	1	30
44.	Sluice Ditto	29	3	32
45.	Eleven Acres	12	1	10
46.	Colis's	13	2	24
47.	Sixteen Acres	16	3	1
48.	Slayton Marsh	16	1	20
49.	Ditto Ditto	9	0	2
50.	Ditto Ditto	6	1	2
51.	Ditto Ditto	10	3	25
52.	New Lay	8	0	29
53.	Second Meadow	5	1	17
54.	First Ditto	4	2	21
55.	Rush Fen	4	1	4
56.	Middle Drift	2	1	20

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Reference.		A.	R.	P.
57.	First Drift	2	3	12
58.	Saltings	25	3	39
59.	Wall	6	1	36
60.	Heath Field	17	2	35
61.	Mill Field	16	1	7
62.	Eight Acre Ditto	8	1	30
63.	Fourteen Acre	15	1	15
64.	Broom Hill	10	0	33
65.	Ditto Ditto Hangings	6	0	14
66.	Lower Field	3	2	26
67.	Upper Haiels	9	2	13
68.	_____	_____	_____	_____
69.	Thorpe Common	0	2	6
70.	Riding Pitt Meadow	2	0	22
71.	Home Field	7	3	16
72.	Yards, &c.	1	1	14
73.	Backhouse Field	8	3	16
74.	Four Acres	4	1	8
75.	Sixteen Ditto	16	2	18
76.	Stack Yard	0	1	18
77.	Morston Ten Acres	11	0	5
78.	Morston Eight Acres	8	2	18
79.	Wood Rough	11	1	16
80.	Green or Great Piece	10	1	2
81.	High Tree	5	3	1
82.	Little Marsh	5	2	38
83.	Great Ditto	19	3	23
84.	Sawyer's Ditto	3	0	12
85.	Drift	0	3	28
86.	Creek Hill	3	1	34
87.	Whinhedge	10	3	22
88.	Three Acres	3	0	22
89.	Calves Pightle	2	0	30
90.	First Common Field	16	3	37
91.	Further Ditto	11	1	13
92.	Thorpe Ditto Ditto	9	2	21
93.	The Patch	0	2	14
94.	Orchard Pightle	1	2	35
95.	Cottage, Barn, and Yards	0	2	34
96.	New Fleet	1	1	16
Total		964	1	33

GRIMSTON HALL FARM.

In the Occupation of William Last, at the yearly Rent of Five hundred Pounds.

Reference.		A.	R.	P.
1.	Little Common Field	5	2	32
2.	Light Allens	19	0	18
3.	Dark Ditto	17	0	13
4.	Clap Gates	14	0	2

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Reference.		A.	R.	P.
5.	Pound Field	10	0	30
6.	Orchard Close	13	3	30
7.	Orchard	2	1	34
8.	Meadow	2	0	7
9.	Kempster's	13	1	33
10.	Ditto	4	1	10
11.	Kempster's Nine Acres	11	1	16
12.	Yards, &c.	6	1	30
13.	Kiln Piece	3	1	26
14.	Bottom Park	1	2	0
15.	Plantation	1	1	1
16.	Walnut Tree Field	12	3	14
17.	Park Fourteen Acres	17	2	11
18.	Thirteen Ditto	15	3	18
19.	Ditto Eight Ditto	8	1	0
20.	Huns. Meadow	3	1	31
21.	Bottom Park	9	2	32
22.	Bush Park	7	3	32
23.	Finger Bread Hill	8	2	20
24.	Painters	10	0	28
25.	Ditto Meadow	8	1	31
26.	Ditto Grove	2	2	6
27.	Grove	7	3	0
28.	Park Hill	18	2	23
29.	Park Nine Acres	9	3	14
30.	Long Meadow	18	3	31
31.	Salt House Marsh	17	1	34
32.	Horse Ditto	20	3	14
33.	Thurston's First Marsh	12	1	38
34.	New Laid Marsh	10	1	9
35.	Seven Acre Ditto	8	0	10
36.	Three Corner Ditto	7	2	1
37.	Plantation Field	5	0	31
38.	Plantation	1	1	32
39.	Thurston Second Marsh	12	0	20
40.	Fleet	1	2	10
Total		383	3	12

GREAT STREET FARM.

In the Occupation of Mrs. Mary Churchman, at the yearly Rent of Three hundred and ten Pounds.

Reference.		A.	R.	P.
1.	Little Heath Field	8	3	15
2.	Great Ditto	10	3	38
3.	Ditto Allens	8	3	5
4.	Light Ditto	11	2	14
5.	Yards, &c.	2	3	7
6.	Broom Field	8	1	22
7.	Great Home Ditto	7	0	2
8.	Little Ditto	6	0	19

[Private.]

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Reference.		A.	R.	P.
9.	Saintfoin	8	3	30
10.	Crotch Field	12	3	36
11.	Little Bun Ditto	10	1	24
12.	Great Ditto	13	1	0
13.	Crag Pit Ditto	10	1	12
14.	Pound Ditto	5	2	20
15.	Sponge Ditto	11	0	39
16.	Upper Meadow	10	0	23
17.	Keeper's House and Garden	0	1	12
18.	Tofts	8	0	26
19.	Grove	2	3	11
20.	Ditto Meadow	7	0	2
21.	Ploughed Ditto	9	3	34
22.	Wall	3	1	30
23.	First Marsh	20	1	24
24.	Little Further Ditto	16	1	27
25.	Middle Ditto	10	3	34
26.	Little Further Ditto	7	3	35
27.	Drift	0	2	6
28.	Carpenter's Shop and Yard	0	1	17
Total		235	3	4

THE KING'S FLEET WATER.

(In hand).

Reference.		A.	P.	R.
1.	The Fleet	19	1	20
2.	Walton Creek	2	3	33
Total		22	1	13

SEARSONS AND SCROGGS FARMS.

In the Occupation of Mr. Charles Cordy, at the yearly Rent of Five hundred and ten Pounds.

Reference.		A.	R.	P.
1.	Walton Field	8	3	9
2.	Eight Acres	14	1	6
3.	Crag Pit Field	23	2	0
4.	Seven Acres	10	0	2
5.	Croft	4	1	31
6.	Grove	2	0	19
7.	Cartlodge Field	10	0	13
8.	Tofts	8	2	16
9.	Lower Five Acres	5	2	31
10.	Whinny Lay	6	2	13
11.	First Meadow	3	0	7
12.	Paddock	3	0	0
13.	Stable Field	9	0	21
14.	Yards, &c.	2	2	26
15.	Second Meadow	6	0	16
16.	Marsh Barn Ditto	9	3	12

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Reference.		A.	R.	P.
17.	Drift	0	1	6
18.	Marsh Barn Field	7	2	22
19.	Ditto Ditto, &c.	0	0	38
20.	Kiln Meadow	9	0	34
21.	Ditto Field	8	3	17
22.	Barn Marsh	17	0	26
23.	Marsh Drift	1	3	10
24.	Drift Marsh	8	1	36
25.	Great Ditto	32	2	27
26.	Horse Ditto	20	3	24
27.	Pound Ditto	7	3	35
28.	Cavell's Ditto	6	1	18
29.	Ditto Ditto	9	0	9
30.	Ditto Ditto	6	1	37
31.	Lower Fagburry	11	3	22
32.	Fagburry Cliff	0	2	37
33.	New Marsh	40	1	0
34.	Saltings	26	3	31
35.	Old Wall	} 5	2	29
36.	Ditto			
37.	Christmas Yards	14	1	26
38.	Ditto Grove	1	3	1
39.	Wall			
Total		366	2	27

BLOWFIELD FARM.

In the Occupation of Mr. James Pipe, at the yearly Rent of Three hundred and sixty Pounds.

Reference.		A.	R.	P.
1.	Grove Meadow	6	0	4
2.	Grove	3	2	31
3.	Dove House Field	7	3	32
4.	Pear Tree Ditto	8	1	26
5.	Great Walton	13	3	18
6.	Little Ditto	8	3	25
7.	Rush Meadow	6	3	2
8.	Clickett Hill	14	1	9
9.	Home Pightle	2	0	23
10.	Yard Field	10	1	7
11.	Stable Ditto	6	0	36
12.	Yards, &c.	2	3	14
13.	Home Marsh	11	2	33
14.	Calves Pightle	4	1	29
15.	Stack Yard Field	8	2	6
16.	Black Lay	12	0	6
17.	The Lay	9	1	18
18.	Nine Acres	10	2	22
19.	Middle Marsh	13	1	31
20.	Ditto	6	2	34
21.	White Lay	18	3	16
22.	Little Marsh	4	0	22

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Reference.		A.	R.	P.
23.	Wall Marsh	12	2	28
24.	Wall	0	2	22
25.	Saltings	21	3	15
26.	Lower Fagburry	12	2	35
27.	Upper Ditto	19	2	38
28.	Fagburry Cliff	1	3	38
29.	Downs	8	3	12
30.	Water Meadow	7	1	13
31.	Brice Close	6	3	3
32.	First Marsh	8	2	38
33.	Middle Ditto	13	0	29
34.	Ditto Ditto	4	0	22
35.	Ferry Ditto	8	3	9
36.	Ditto Ditto	9	2	14
Total		328	0	24

WALTON FERRY.

In the Occupation of Mr. John Chapman, at the yearly Rent of Fifty Pounds.

Reference.		A.	R.	P.
1.	House, Yards, &c.	0	3	6
2.	The Marsh	10	1	11
3.	Saltings	17	3	4
Total		28	3	21

£ s. d.

A House situate on the Beach of the Manor of Felixtow, called "Felixtow Ferry House," in the Occupation of the Commissioners of Customs, at the yearly Rent of	26	0	0
A Piece of Land, Part of the Beach at Walton, called Benthills, let to the Officers of Her Majesty's Ordnance Office, at the yearly Rent of	10	0	0
A Piece of Ground on the East Side of Landguard Fort, in the Parish of Walton with Trimley, on which a Boat-house is now erected, in the Occupation of the Commissioners of Customs, at the yearly Ground Rent of	0	2	6
A Piece of Ground at Walton upon which a Granary now stands, in the Occupation of Abraham Constable, at the yearly Ground Rent of	1	1	0
A Piece of Ground in Trimley Saint Martin, formerly Part of Trimley Heath, and adjoining Trimley Mill, in the Occupation of John Dowsing, at the yearly Rent of	1	1	0

SUMMARY OF THE TRIMLEY ESTATE.

Farms, &c.	Occupiers.	Contents.			Rental.		
		A.	R.	P.	£	s.	d.
Stratton Hall - -	Edward Kersey -	824	1	32	700	0	0
Morston and Hill Farms	Messrs. Williams, Everett, and Dawson.	994	1	33	920	0	0
Grimston Hall - -	William Last - -	383	3	12	500	0	0
Great Street Farm -	Mary Churchman -	235	3	4	310	0	0
Fleet Water - -	In hand - -	22	1	13	—	—	—
Searsons and Scroggs	Charles Cordy -	366	2	27	510	0	0
Blowfield Farm - -	James Pipe - -	328	0	24	360	0	0
Walton Ferry - -	John Chapman -	28	3	21	50	0	0
Felixtow Ferry House	Commissioners of Customs.	-	-	-	26	0	0
Bent Hills - -	Ordnance - -	-	-	-	10	0	0
Boat-house - -	Commissioners of Customs.	-	-	-	0	2	6
Granary at Walton -	Abraham Constable -	-	-	-	1	1	0
Part of Trimley Heath adjoining Trimley Mill.	John Dowsing - -	-	-	-	1	1	0
Manors - -	Annual Quit and Free Rents.	-	-	-	134	12	4½
Total - Acres		3,184	2	6	3,522	16	10½

EASTON ESTATE.

The Manors or Lordships or reputed Manors or Lordships of Wickham, Gelham, Horpole, Bynge otherwise Bynge Hall, Hoo otherwise Hoo Hall; Easton, Letheringham, Martley otherwise Martley Hall, Hoo Goddings, Hoo Charsfield, and Kettleburgh Charsfield, in the County of Suffolk, and also the Perpetual Advowson, Right of Patronage and Presentation of, in, and to the Rectory and Parish Church of Easton in the said County of Suffolk, all in hand; and the several Messuages or Tenements, Farms, Lands, Hereditaments, and Premises situate in the several Parishes of Easton, Letheringham, Hoo Charsfield, Parham Hall, Hacheston, and Wickham Market, in the said County of Suffolk, the Particulars whereof are herein-after set forth; that is to say,

EASTON PARK.

In hand.

Reference.		A.	R.	P.
1.	Grove - - -	16	1	30
2.	Park - - -	32	3	37
3.	Ditto - - -	36	2	39
4.	Ditto - - -	31	2	24
5.	Wilderness - -	8	0	0
6.	Watchcroft - -	7	0	2
7.	Skirting - - -	1	1	20
8.	Kitchen Garden -	2	0	0
9.	Farmyard - - -	0	2	30

[Private.]

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Reference.		A.	R.	P.
10.	Stables, Wood Yard, &c.	0	3	20
11.	Mansion and Offices—	0	1	20
12.	The Lawn	3	3	10
13.	Sheep Cote and Pieces	1	3	11
		<u>143</u>	<u>2</u>	<u>23</u>

VILLAGE MEADOWS.

In hand.

Reference.		A.	R.	P.
1.	Orchard	0	2	10
2.	Great Meadow	1	2	7
3.	Little Ditto	0	3	10
4.	Barley Mow Ditto	1	0	6
		<u>3</u>	<u>3</u>	<u>7</u>

MARTLEY HALL FARM.

In the Occupation of Widow Plant, at the yearly Rent of One hundred and thirty-two Pounds.

Reference.		A.	R.	P.
1.	Woodfield	4	1	4
2.	Crisp's Pightle	3	0	30
3.	Paddock	11	2	20
4.	Great Mill Mount	21	1	3
5.	Little Ditto Ditto	8	3	36
6.	Further Close	7	2	35
7.	Groves in Ditto	2	0	2
8.	Seven Acre Harecroft	5	3	36
9.	Grove in Ditto	0	3	20
10.	Martley Harecroft	6	2	12
11.	Middle Harecroft	5	3	38
12.	Broad Close	17	3	28
13.	Hare Croft Meadow	8	2	6
14.	Cow Pasture	14	2	4
15.	Long Close	8	3	8
16.	Round Meadow	4	2	23
17.	Yards, &c.	5	1	28
18.	Office Piece	1	1	0
19.	Keable's Pightle	1	1	2
20.	Church Field	10	2	18
21.	Further Field	7	2	34
22.	Travell's	8	2	17
23.	Mill Meadow	2	2	32
24.	Triangle	0	3	30
		<u>171</u>	<u>1</u>	<u>26</u>

BOND'S FARM.

In the Occupation of Mr. Jesse Hill, at the yearly Rent of Seventy Pounds.

Reference.		A.	R.	P.
1.	South Haw	5	0	28
2.	Eight Acre	8	3	8

Reference.		A.	R.	P.
3.	Upper Brick Kilns	4	3	4
4.	Lower Brick Kilns	3	3	4
5.	Little Clover Piece	4	1	32
6.	Framlingham Field	6	3	16
7.	Crosslings	4	1	27
8.	Bullockshed Piece	2	3	37
9.	Drift and Pond	0	3	36
10.	Pond Field	3	2	30
11.	Home Meadow	5	2	24
12.	Bush Pightle	3	0	36
13.	Back Meadow	2	3	12
14.	Mowing Meadow	5	1	14
15.	Paddock	0	3	28
16.	Farm Yards	1	1	24
17.	Barn Piece	3	2	30
18.	Half Roads	0	2	30
		69	2	20

BENTRIES AND COBBS FARMS.

In the Occupation of Mr. Alfred Borrett, at the yearly Rent of Three hundred and thirty Pounds.

Reference.		A.	R.	P.
1.	Little Whin Field	5	2	32
2.	Grove	2	3	12
3.	High Field	11	2	11
4.	Grove	2	0	37
5.	Bushey Skirting	1	0	26
6.	Grove	1	0	34
7.	Little Brockards	6	1	10
8.	Bushey Skirting	0	2	0
9.	Great Brockards	8	2	19
10.	Bushey Skirting	0	0	38
11.	Further New Laid	7	1	13
12.	Maids Wood	6	3	0
13.	Wood Close	9	1	10
14.	Middle Brockards	5	2	16
15.	Long Brockards	3	0	28
16.	Brockards Pightle	0	3	22
17.	Sponge	3	3	18
18.	Battle Meadow	12	3	16
19.	First New Laid	6	3	12
20.	Nine Acre Brockards	8	3	22
21.	Brockards Pightles	11	1	19
22.	Brook Close	12	3	8
23.	Stepstaff	11	0	6
24.	Ralph's Wood	5	2	4
25.	First Further Whinfield	4	3	10
26.	Second Ditto	6	2	10
27.	Great Whinfield	9	1	4
28.	Hardland Pasture	3	3	8
29.	Ditto Meadow	5	2	19
30.	Upper Walnut Tree Piece	13	2	34
31.	Gay Barn Field	8	0	20

Reference.		A.	R.	P.
32.	Little Walnut Tree Piece	9	3	14
33.	Barn Hill	4	1	7
34.	Ralph's Yards	1	0	4
35.	The Pightle	0	2	13
36.	Coney Furrow	9	1	16
37.	Burgates	10	1	8
38.	New Close	9	0	14
39.	New Drift	0	2	12
40.	Bentrey's Yard	2	1	18
41.	New Orchard	1	0	4
42.	Upper Low Field	8	3	31
43.	Lower Ditto	7	3	30
44.	Road	0	3	14
45.	Great Ditto	0	1	36
46.	Malster's Meadow	3	3	14
47.	Capons	8	1	20
48.	Rangers	6	2	6
49.	Dole in Mr. Arcedeckne's Meadow	0	2	32
50.	Wilby Meadow	3	0	12
51.	Martley Ditto	3	0	16
52.	Cottingham's Ditto	1	2	36
53.	Ditto Hill	2	0	18
	Total	294	2	13

LEATHERINGHAM LODGE FARM.

In the Occupation of Mr. William Toller, at the yearly Rent of Four hundred and ninety-seven Pounds Six Shillings and Sixpence.

Reference.		A.	R.	P.
1.	Brick Kilns	34	2	35
2.	The Hough	23	1	10
3.	Hither Lawn	24	3	35
4.	The Three Corner	6	2	26
5.	Further Lawn	23	2	30
6.	Black Grove	10	2	0
7.	Brill's Warren	21	2	30
8.	Horse Fen	5	3	24
9.	Ditto Ditto	3	0	4
10.	Plantation	2	2	36
11.	Oak Meadow	5	0	8
12.	Little Meadow	2	3	4
13.	Barn Potford	23	2	16
14.	Broom Ditto	14	2	30
15.	Fryar's Acre	7	3	28
16.	Slug's Acre and Meadow	5	3	27
17.	Barn Meadow	1	3	6
18.	North Fen	6	1	28
19.	Saunders Potford	25	2	0
20.	Torofare Close	18	1	30
21.	Eighteen Acre	18	2	8
22.	Sandy Hill	12	1	0
23.	Barn Field	8	3	6
24.	Park Corner	12	3	19

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Reference.		A.	R.	P.
25.	Barn Hill	- 8	2	31
26.	Farm Yards and Drift	- 3	2	2
27.	Cart Lodge Piece	- 7	3	18
28.	Lower Paddock	- 8	3	25
29.	Upper Ditto	- 9	3	31
30.	Half Roads	- 2	2	34
Total		- 363	1	21

LEATHERINGHAM OLD HALL FARM.

In the Occupation of Mr. Moses Crisp, at the yearly Rent of Two hundred and fifty-two Pounds.

Reference.		A.	R.	P.	£.
1.	Pound Close	- 12	3	10	
A.	Plantation in Ditto	- 1	2	8	
2.	Newman's Warren	- 13	1	7	
3.	Ditto Ditto	- 10	0	8	
4.	Brills Warren	- 12	0	22	
5.	Ditto Ditto	- 14	3	16	
6.	Newlaid Close	- 11	3	26	
7.	Newman's Warren	- 14	1	4	
8.	Stone Horse Piece	- 4	1	30	
9.	Orchard	- 2	2	38	
10.	Farm Yards	- 3	3	17	
11.	Drift to Pound Field	- 1	0	8	
12.	Five Acre Warren	- 5	0	6	
13.	Easton Warren	- 10	2	12	
14.	Ditto Ditto	- 8	0	30	
15.	Ditto Ditto	- 10	1	21	
16.	Mann's Warren or Meadow	- 9	0	16	
17.	Wash Meadow	- 10	2	0	
18.	Broom Stalk Meadow	- 6	2	30	
19.	Brills Meadow	- 3	0	9	
B.	Drift	- 0	3	6	
20.	First Bridge Meadow	- 4	2	18	
21.	Second Ditto Ditto	- 8	0	8	
	River and Road	- 0	3	16	
Total		- 180	3	6	

GODWINS FARM, HOO, &c.

In the Occupation of Mr. Jeremiah Gosling, at the yearly Rent of Three hundred and ten Pounds Eighteen Shillings.

Reference.		A.	R.	P.
1.	Great Smillys	- 22	3	22
2.	Barn Yard	- 0	0	36
3.	Little Smillys	- 10	2	26
4.	Old Drift from the Green	- 0	1	17
5.	Great Goosings	- 6	1	30
6.	Little Goosings	- 5	2	32
7.	Horse Pasture	- 5	2	4
8.	Stack Yard	- 1	0	14

[Private.]

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Reference.		A.	R.	P.
9.	Stone Horse Pightle	1	2	37
10.	Ploughed Hog's Park	5	0	27
11.	Feeding Hog's Ditto	7	0	25
12.	Pippin's Pightle	1	0	24
13.	Farm Yards and Drifts	2	2	17
14.	Little Dove House Field	13	2	5
15.	Wood Pasture	2	3	20
16.	Moat Pasture	3	3	1
17.	Moat Cottages and Yard	0	1	22
18.	Ditto Meadow	1	0	34
19.	Seven Acres	7	0	32
20.	Clay Hill	8	0	36
21.	Further Bliths	7	2	36
22.	First Ditto	4	3	10
23.	Hoo Spring	5	1	34
24.	Long Close	5	1	11
25.	First Great Dove House	13	1	6
26.	Further Ditto	15	3	38
27.	Ploughed Coney Furrow	17	3	1
28.	Winding Ditto	7	3	15
29.	First Whitmore	5	2	18
30.	First Longland	10	3	1
31.	Further Ditto	21	0	21
32.	Second Ditto	12	0	28
33.	Little Whitmore	3	1	24
34.	Great Ditto, First Part	3	3	12
35.	Ditto, Further Ditto	8	3	26
36.	Further Whitmore	9	1	12
37.	Barn Ditto	10	0	1
38.	Cottage and Barn Yards	0	3	26
39.	The Pightle	0	2	32
40.	Little Woolstones	4	0	16
41.	Hither Sheepwalk	11	3	36
42.	Further Ditto	11	1	32
43.	Great Woolstones	14	3	9
44.	Drift through this Estate	3	3	13
	Highways	1	3	6
50.	Hoo Green Spring	10	1	0
51.	Charsfield Ditto	17	0	30
	Roads	0	0	30
Total		353	1	25

HAUCHESTON FARM.

In Hacheston and Parham, in the Occupation of Edward Hanbury, Esquire, at the yearly Rent of Three hundred and sixty Pounds.

All such Part or Parts as is or are of a Freehold or Charterhold Tenure of and in the Pieces or Parcels of Land and Hereditaments herein-after mentioned; *videlicet*,

Reference.		A.	R.	P.
1.	Further Grove	1	3	6
2.	New Whin Cover	7	1	16

Reference.		A.	R.	P.
3.	Grove Field	5	2	4
4.	Whinney Plantation	2	3	0
5.	Ditto Field	8	1	18
6.	Whin Cover or Border	0	3	3
7.	America	17	0	26
8.	Long Pightle	12	0	8
9.	Great Cangles	15	3	12
10.	Little Cangles	9	2	30
11.	Stoney Lands	14	0	11
12.	Park Field	9	1	30
13.	Long Field	7	0	36
14.	Barn Ditto	11	2	8
15.	Little Plantation	0	0	30
16.	Horse Close	9	0	30
17.	White House Plantation or Cottage Grove	3	3	18
18.	Moist Acre	12	1	28
19.	Great Brothertons	11	2	2
20.	Oak Plantation	0	2	8
21.	Kiln Field	13	0	32
22.	Little Brothertons	8	2	9
23.	The Home Stall	4	1	32
24.	Twelve Acre Hill	13	1	4
25.	The Green Hill and Ponds	8	1	37
26.	Mansion, Garden, Buildings, &c.	1	3	26
27.	Pit Plantation	0	1	29
28.	Schoolhouse Field	16	2	27
29.	Street Field	16	1	28
30.	Pit Piece	11	1	4
31.	Plantations	2	3	11
32.	Great Calvers	9	1	0
33.	New Plantation	5	1	0
34.	Skirts Calver	6	3	22
35.	Home Ditto	14	1	4
36.	Plantation Below	0	3	0
37.	Great Meadow	8	1	13
38.	Osier Ground	1	3	0
39.	First Office Meadow	0	2	37
40.	Second Ditto	2	1	3
41.	Middle Ditto	2	0	25
42.	Further Ditto	1	2	10
43.	Ozier Meadow	0	2	16
44.	Highways	1	1	28
		314	0	1

Note.—The Copyholds herein-after referred to as having been purchased from Mr. Barthropp are comprised in the above Description and Rent.

LEATHERINGHAM OLD PARK.

Farm and Wood in the Occupation of Mr. Thomas Cuthbert and John Cockell, at the yearly Rent of Forty-seven Pounds Seventeen Shillings and Sixpence.

Reference.		A.	R.	P.
1.	First Fruit Trees - - - - -	2	1	2
2.	Second Ditto - - - - -	1	0	12
3.	Third Ditto - - - - -	3	3	34
4.	Fourth Ditto - - - - -	5	2	37
5.	Fifth Ditto - - - - -	5	2	37
6.	Sixth Ditto - - - - -	5	2	37
7.	Yards, &c. - - - - -	0	3	0
8.	Roge Meadow - - - - -	4	0	28
9.	Meer Close, occupied by Mr. J. Cockell,	5	0	14
		<hr/>	<hr/>	<hr/>
		34	2	1
10.	Old Park Wood (in hand) - - - - -	76	1	29
		<hr/>	<hr/>	<hr/>
	Total -	110	3	30

CAPON'S IN EASTON.

In the Occupation of Mr. Samuel Crisp, at the yearly Rent of Thirty Pounds.

Reference.		A.	R.	P.
1.	First Meadow - - - - -	2	2	4
2.	Second Ditto - - - - -	1	3	26
3.	Third Ditto - - - - -	2	0	2
4.	Fourth Ditto - - - - -	1	3	6
5.	Spark's Piece - - - - -	2	3	22
6.	The Hill - - - - -	5	1	36
7.	The Plantation - - - - -	0	0	19
	River - - - - -	0	1	14
8.	Osier Meadow - - - - -	4	1	34
		<hr/>	<hr/>	<hr/>
	Total -	21	2	3

MOUNTAIN'S FARM, WICKHAM MARKET.

In the Occupation of Mr. John Blake and Mr. John Gray, at the yearly Rent of Ninety-two Pounds.

Reference.		A.	R.	P.
1.	Easton Meadow - - - - -	4	1	29
2.	Wren's Park - - - - -	3	2	39
3.	Office Pightle, occupied by John Gray; and Cottage at Wickham Market, late Two Tenements, (Twelve Pounds) - - - - -	1	2	8
4.	Ash Meadow - - - - -	4	0	10
5.	House and Garden, occupied by John Gray - - - - -	0	2	32
6.	First Broadmere - - - - -	5	1	35
7.	Second Ditto - - - - -	4	0	4

Reference.		A.	R.	P.
8.	Third Broadmere	7	1	35
9.	Barn Piece	30	1	22
10.	Stack Yard Ditto	4	1	2
11.	Second Ditto	4	0	0
12.	Stoney Lands	6	0	35
13.	Little Dirty	5	2	12
14.	Great Ditto	6	3	29
15.	Ditto Ditto	5	0	0
16.	Yards, &c.	0	2	36
Total		67	2	8

VILLAGE OF EASTON.

Reference.	Occupiers.	Description.	Quantity.			Annual Rents.		
			A.	R.	P.	£	s.	d.
1.	Mary Owen	Cottage and Garden	0	0	10	4	4	0
2.	D. Smith	Ditto Ditto	0	0	21	6	6	0
3.	John Lincoln	White Horse Inn, Garden, &c.	0	2	7	25	0	0
	Ditto	Square on Martley Hall, Plan B.	0	3	8	2	0	0
4.	Mark Marge- rum.	Cottage and Garden	0	0	23	4	19	6
5.	Samuel Doling	Ditto Ditto	0	0	28	4	19	6
6.	John Smith	Ditto Ditto	0	0	28	4	19	6
7.	George Swan	Ditto Ditto	0	0	28	4	19	6
8.	-	Drift to Park	0	0	6	-	-	-
9.	Gerrard Hill	House, Orchard, and Blacksmith's Shop.	0	1	16	11	0	0
10.	John Bedwell	Ditto and Wheelwright's Shop.	0	1	20	11	0	0
11.	-	Drift to Village Meadow	0	0	10	-	-	-
12.	Thomas Comyn	Grocer and Draper's Shop and Garden.	0	1	0	20	0	0
13.	George Girdler	Cottage and Garden	0	0	20	-	-	-
14.	John Osborn	Ditto Ditto	0	0	21	4	10	0
15.	William Gray	House and Garden	0	0	34	7	7	0
16.	John Osborn, senior.	Cottage and Garden	0	0	8	4	4	0
17.	William King	Ditto Ditto	0	0	12	3	13	6
18.	William Birch	Ditto Ditto	0	0	9	4	0	0
19.	Joshua Hill	Ditto Ditto	0	0	6	2	12	0
20.	William Smith	Ditto Ditto	0	0	6	4	0	0
25.	Robert Snell	House, Meadow, &c.	1	0	4	10	16	0
26.	William Baldrey.	Cottage and Garden	0	0	5	4	4	0
27.	Charles Beard	House, Orchard, &c.	0	3	30	} 15	0	0
28.	Henry Barker	Cottage and Garden	0	0	18			
29.	Mary Hearne	Cottage and Pightle	1	3	12			
			7	3	20			
Outside Fences and Ditches			0	1	31			
			8	1	11	164	14	6

[Private.]

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SUMMARY OF THE EASTON ESTATE.

Farms, &c.	Occupiers.	Contents.			Rentals.		
		A.	R.	P.	£	s.	d.
Easton Park - -	In hand - -	143	2	23	—	—	—
Village Meadow - -	Ditto - -	3	3	7	—	—	—
Martley Hill Farm - -	Widow Plant - -	171	1	26	132	0	0
Bonds - - -	Jesse Hill - -	69	2	20	70	0	0
Bentries and Cobbs - -	Alfred Borrett - -	294	2	13	330	0	0
Lodge Farm - -	William Toller - -	363	1	21	497	6	6
Old Hall Farm - -	Moses Crisp - -	180	3	6	252	0	0
Part of Godwins - -	Jeremiah Gosling - -	353	1	25	310	18	0
Hacheston Farm - -	Edward Hanbury - -	314	0	1	360	0	0
Old Park Farm and Wood.	Thomas Cuthbert and John Cockell.	110	3	30	47	7	6
Capon's - - -	Samuel Crisp - -	21	2	3	30	0	0
Mountain's - - -	John Blake and John Gray.	67	2	8	92	0	0
Cottages in the Village of Easton.	Several Tenants - -	8	1	11	164	14	6
Manors - - -	Annual Quit and Free Rents.	-	-	-	76	9	8½
Total Acres		2,102	3	34	2,363	6	2½

Part of the Easton Estate not declared to be devised.

Firstly. The Premises in the said Master's Report described or referred to as the seventhly mentioned Premises, viz.

Number 21. A Cottage and Garden in the Village of Easton, containing Twenty-three Perches, in the Occupation of William Henning, at the yearly Rent of Four Pounds Nineteen Shillings and Sixpence.

Number 22. A Cottage and Garden in the Village of Easton, containing Twenty-three Perches, in the Occupation of David Driver, at the yearly Rent of Four Pounds Nineteen Shillings and Sixpence.

The above Premises were formerly Copyholds held of the Manor of Easton, and were purchased by the said Testator from George Scotchmer and Ann his Wife.

Secondly. The Premises in the said Master's Report referred to as sixthly described, viz:

Number 23. A House, Orchard, and Garden in the Village of Easton, containing One Rood and Two Perches, in the Occupation of Charles Pratt, at the yearly Rent of Eleven Pounds Ten Shillings, which includes the Rent for the Cottage next herein-after described.

Number 24. A Cottage and Garden containing Eight Perches, in the Village of Easton, in the Occupation of Robert Franks as Under-tenant to the said Charles Pratt.

The above Premises were formerly Copyhold held of the Manor of Easton, and were purchased by the said Testator from the Assignees of Samuel Hunt Russell.

Thirdly. The Premises in the said Master's Report referred to as fifthly described, viz.

Reference.		A.	R.	P.
5.	Road Three Acres	-	3	0 4
6.	Cottage and Yards	-	0	1 0
7.	Cottage Pasture	-	1	2 33
	Total	-	4	3 37

The Premises described as 5, 6, and 7 are Part of a Farm called Fuller's, in the Occupation of John Gooderham, and were formerly Copyhold, and purchased by the said Testator with a Mortgage from Miss Harriot Harrison; the Remainder of that Farm, with other Premises in the said Master's Report afterwards referred to by the Numbers 45, 46, 48, and 49, are held under a Mortgage Term, which was at the same Time assigned to the said Testator together with the said Mortgage Debt.

Fourthly. The Premises in the said Master's Report fourthly mentioned, being the Copyhold Part of the said Premises purchased by the said Testator from the said Nathaniel Barthropp, and comprised in the aforesaid Description of Hacheston Farm. These Copyholds cannot be identified, but are supposed to comprise about Twenty Acres.

Will. T. Longbourne.

