



ANNO DUODECIMO & DECIMO TERTIO

VICTORIÆ REGINÆ.

Cap. 19.

An Act for the better Administration of the Real and Personal Estates of the Right Honourable *James Lord Glastonbury* deceased.

[1st August 1849.]

WHEREAS the late Right Honourable *James Lord Glastonbury* duly made and published his last Will and Testament in Writing, bearing Date on or about the Twenty-first Day of *January* One thousand eight hundred and twenty-four, and duly executed and attested as by Law then required for passing Real Estate, whereby he gave certain pecuniary Legacies and Annuities, which Annuities he charged on his Personal Estate only, and on his Estates in *Lincolnshire* only; and, subject to the Payment of the said Legacies and of his just Debts, the said Testator by his said Will gave and devised all the Real Estates of which he was seised, possessed, or entitled to, in Law or Equity, in possession, reversion, remainder, or contingency, and all his Personal Property, of what Nature or Kind soever, which he might die possessed of or entitled to, as follows; imprimis, for and concerning all his Manors, Lands, Tenements, Advowsons, and Hereditaments in the Counties of *Somerset, Surrey,*
[Private.]

Will of
James Lord
Glaston-
bury, dated
21st Jan,
1824.

and *Bedford*, to the Use of his Cousin the Right Honourable *Thomas Grenville*, and his Assigns during his Life; and after the Determination of that Estate by any Means during his Lifetime, to the Right Honourable *Hugh* First Earl *Fortescue* and the Right Honourable *Richard Aldworth Griffin* Lord *Braybrooke* (in the said Will called *Richard Allwood* Lord *Braybrooke*), and their Heirs, during the Life of the said *Thomas Grenville*, in trust to support and preserve the contingent Uses and Estates therein-after limited, as therein is mentioned, but in trust for the said *Thomas Grenville* and his Assigns; and after the Decease of the said *Thomas Grenville*, to the First and every other Son of the said *Thomas Grenville* lawfully begotten or to be begotten, successively according to Priority of Birth in Tail Male; and in default of such Issue, to the Use of the Honourable and Very Reverend *George Neville Grenville*, now Dean of *Windsor* and Master of *Magdalene College, Cambridge*, the Second Son of the said Lord *Braybrooke*, (in the said Will called by his then Name of the Honourable and Reverend *George Neville*,) and his Assigns during his Life; and after the Decease of the said *George Neville Grenville*, to the Use of *Ralph Neville*, eldest Son of the said *George Neville Grenville*, and his Assigns during his Life; and after the Decease of the said *Ralph Neville*, to the Use of the First and every other Son of the said *Ralph Neville* lawfully begotten or to be begotten, successively in Tail Male according to Priority of Birth; and in default of such Issue, to the Use of the Reverend *William Frederick Neville*, Second Son of the said *George Neville Grenville*, (in the said Will called *Frederick Neville*,) and his Assigns during his Life; and after the Decease of the said *William Frederick Neville*, to the Use of the First and every other Son of the said *William Frederick Neville* lawfully begotten, successively in Tail Male according to Priority of Birth; and in default of such Issue, to the Use of any other Son of the said *George Neville Grenville* lawfully begotten or to be begotten, successively in Tail Male according to Priority of Birth; and in default of such Issue, to the Honourable *George Matthew Fortescue* (the Son of the said *Hugh* Earl *Fortescue*), in the said Will called the Honourable *George Fortescue*, during his Life; and after the Decease of the said *George Matthew Fortescue*, to the Use of the First and every other Son of the said *George Matthew Fortescue* lawfully begotten or to be begotten, successively in Tail Male according to Priority of Birth; and in default of such Issue, to the Use of the Honourable and Reverend *John Fortescue* and his Assigns during his natural Life; and after the Decease of the said *John Fortescue*, to the Use of the First and every other Son of the said *John Fortescue* lawfully begotten or to be begotten, successively in Tail Male according to Priority of Birth; and in default of such Issue, to the Use of the Right Honourable *Charles Watkin Williams Wynn*, and his Assigns during his natural Life; and after the Decease of the said *Charles Watkin Williams Wynn*, to the Use of the First and every other Son of the said *Charles Watkin Williams Wynn* lawfully begotten or to be begotten, successively in Tail Male according to Priority of Birth; and in default of such Issue, to the Use of the Right Honourable *George Baron Nugent*, his Heirs and Assigns for ever; and the said Testator did thereby direct, that in case the said *George Neville Grenville* or his Sons should become entitled to the

Honours

Honours and succeed to the Estates of the said Lord *Braybrooke* his Father, the Devise of the Estates made by the said Will in his and their Favour should cease and be void, and in that Case the said Testator gave, devised, and bequeathed his Estates thereby devised to them to the Use of the said *George Matthew Fortescue*, as therein-before directed; and in case the said *George Matthew Fortescue* or his Sons should become entitled to the Honours and succeed to the Estates of the said Earl *Fortescue* his Father, the said Testator directed that the Devise of his Estates made by his said Will in his or their Favour should cease and be void, and that in case the said Testator gave, devised, and bequeathed his Estates so devised to the Use of the said *John Fortescue*, as therein-before directed; and in case the said *John Fortescue* should become entitled to the Honours and succeed to the Estates of the said Earl *Fortescue* his Father, the said Testator directed that the Devise of his Estates made by his said Will in his Favour should cease and determine, and in that Case the said Testator gave, devised, and bequeathed his Estates so devised to the said *John Fortescue* to the Use of the said *Charles Watkin Williams Wynn*, as therein-before directed; and in case the said *Charles Watkin Williams Wynn* should become entitled to the Honours and succeed to the Estates of his Brother Sir *Watkin Williams Wynn* Baronet, the said Testator directed that the Devise of his Estates so devised to the said *Charles Watkin Williams Wynn* should cease and be void, and in that Case the said Testator gave and devised his Estates so devised to the said *Charles Watkin Williams Wynn* to the Use of the said *George Baron Nugent*, and his Heirs for ever; and after devising his Estates situate in the County of *Lincoln* in manner in the said Will mentioned, and appointing the said *Thomas Grenville* and *George Neville Grenville* joint Executors of his said Will, and bequeathing certain Leasehold Hereditaments in the County of *Middlesex* in manner therein mentioned, the said Testator declared, that for and concerning all the Personal Property of which he might die possessed, of whatever Nature, Kind, or Quality the same might consist, or which he might be entitled to, whether in the Public Funds or elsewhere, after the Legacies with which he had already charged it by his said Will, or might thereafter by any Codicil charge it with, should have been discharged, he the said Testator gave and granted to the said *Hugh Earl Fortescue* and *Richard Aldworth Griffin* Baron *Braybrooke* (therein described as the Trustees appointed by the said Will of all his the said Testator's Estates in the Counties of *Somerset*, *Surrey*, and *Bedford*;) the same Personal Property, in trust, as far as the Nature of such Property would admit, for the Persons who for the Time being should have the Ownership and be in the Possession, under the Limitations and Restrictions of the said Will, of the said Estates; and the said Testator directed that the said Persons, under Letters of Attorney and Powers from the said Trustees (whom he thereby empowered and required to grant the same), should receive the yearly Dividends which might arise out of the Public or other Funds, and the yearly Interest which might arise from other Parts of his (the said Testator's) Personal Property, under the said Restrictions and Limitations and to the same Extent on which they should hold his said Estates in the Counties of *Somerset*, *Surrey*, and *Bedford*; and the said Testator empowered his said Trustees and their
Heirs,

Heirs, with Consent of the Person who should be in the Possession of such Estate, to make such Exchanges of Land then being Part of his the said Testator's Estate in the Parish of *Butleigh* or elsewhere in the County of *Somerset* for other Lands of equal Value which might be deemed by them to be more advantageous and convenient to the said Estates; and the said Testator also empowered them, with the Consent of the Person then in the Possession of such Estates, or if called upon by him so to do, to raise any Sum not exceeding Six thousand Pounds by mortgaging such Parts of it as might be necessary, and to lay out the Sum so raised in erecting new Farm Buildings on any Part thereof, or in adding to those already built, or in draining or making thereon such Improvements as might be thought advisable, but in that Case the said Testator directed that the Interest payable yearly on the Sums so raised should be punctually discharged every Year by the Person who for the Time being should be in possession of the said Estates, and if the same or any Part thereof should remain Three Years unpaid, the said Testator empowered the next Person in succession under the said Will to enter upon such Part of the Premises as should be sufficient to enable him in the course of One Year to pay off the said Arrears of Interest, with all Costs arising therefrom, and to hold the said Premises to his own Use and Benefit till all such Sums should be discharged; and the said Testator empowered his said Trustees to sell his Estate called *Leith Hill* in the Parishes of *Haselemere* and *Chidingfold* in the County of *Surrey*, with the Consent of the Person who should be under the said Will in the Possession for the Time being of such Estate, if thought advisable by him and them, on condition, however, that the Money arising from the Sale thereof should be vested in the Purchase of other Freehold Lands contiguous to his the said Testator's Estates in the Parish of *Butleigh*, as far as might be practicable and convenient, as in the said Will is mentioned; and the said Testator by his said Will forbade any Person who might be for the Time being under the Limitations thereof in possession of his Estates in the Parish of *Butleigh* or elsewhere in the County of *Somerset* to commit any Waste thereon, or to cut down any ornamental Tree which might be growing thereon, under the Penalty of forfeiting his Interest therein, without the Consent of the said Trustees and their Heirs, except such Trees as might be growing and should be fit to be cut in the Woods and Coppice Grounds belonging thereto, and except the Underwoods which should be growing thereon, all which the Testator directed might be cut according to the usual yearly Course, without the Consent of the said Trustees; and the said Testator declared it to be his particular Wish, and he did by his said Will direct, that the Persons who should be in possession of his Estates in the County of *Somerset* should assume the Name and bear the Arms of *Grenville*: And whereas by a Codicil to his said Will, also bearing Date on or about the Twenty-fourth Day of *January* One thousand eight hundred and twenty-four, the said *James Lord Glastonbury* gave all the residuary Property which he might have accidentally omitted to insert in his Will (if there should be any such) to the said Right Honourable *Thomas Grenville*, and constituted him his residuary Legatee: And whereas by another Codicil to his said Will, bearing Date on or about the Tenth Day of *February* One thousand eight hundred and twenty-

Codicil,
dated 24th
Jan. 1824.

Codicil,
dated 10th
Feb. 1824.

twenty-four, the said *James Lord Glastonbury* revoked the said recited Nomination of joint Executors contained in his said Will, and appointed the said *Thomas Grenville* to be his sole Executor: And whereas the said *James Lord Glastonbury* duly made and published another Codicil to his said Will, bearing Date on or about the Fourth Day of *March* One thousand eight hundred and twenty-five, and duly executed and attested as by Law then required for the Devise of Real Estates, and thereby, after mentioning that the Death of the said *Richard Aldworth Griffin Lord Braybrooke* rendered it necessary to appoint some other Trustee in his Place for the Purpose of executing the Trusts which he the said Testator had vested and reposed in him, the said Testator did appoint the said Honourable *George Matthew Fortescue* to be such Trustee, and gave, granted, devised, and vested unto and in him the said *George Matthew Fortescue* all and every the Estates and Property in and by the said Will, or any Codicil or Codicils thereto, devised and bequeathed to the said *Richard Lord Braybrooke*, and that in as full and ample a Manner to all Intents and Purposes whatsoever as the said *Richard Aldworth Griffin Lord Braybrooke* could have held and enjoyed the same: And whereas the said *James Lord Glastonbury* made several other Codicils to his said Will, but did not otherwise revoke or vary the several Devises, Bequests, and Dispositions herein-before recited: And whereas the said *James Lord Glastonbury* died on or about the Twenty-sixth Day of *April* One thousand eight hundred and twenty-five, and his said Will and Codicils were duly proved in the Prerogative Court of the Archbishop of *Canterbury* on or about the Twenty-first Day of *May* in the same Year: And whereas the said *James Lord Glastonbury* was, or claimed to be, at the Time of making his said Will, and thenceforth to the Time of his Death, in addition to his said Estate and Hereditaments in the County of *Surrey*, also seised of or entitled to the several Manors, Messuages, Lands, and Hereditaments situate in the Counties of *Somerset* and *Bedford* comprised and described in the First and Second Schedules to this Act annexed, which said Hereditaments in the County of *Bedford* consist of Freehold and Copyhold Hereditaments, Part of which are held for certain Lives, of which One Life is now only existing: And whereas the residuary Personal Estate of the said Testator remaining after Payment of his Debts and Funeral and Testamentary Expenses, and of the Legacies given by his said Will and Codicils, and which was by the said Will bequeathed by the said Testator to his said Trustees in trust for the Persons who for the Time being should have the Ownership and be in possession of the said Estates in the Counties of *Somerset*, *Surrey*, and *Bedford*, as aforesaid, was duly collected, got in, and accounted for by the said *Thomas Grenville*, the Executor of the said Testator, and the said Estates of which the said Testator was seised in the said County of *Surrey* were duly sold, and the Produce of the same was laid out, in pursuance of the Directions in the said Will contained, in the Purchase of certain Estates and Hereditaments, at or near *Butleigh* in the said County of *Somerset*, described in the Third Schedule to this Act annexed, and were duly settled and assured as by the said Will is directed, and the residuary Personal Estate so got in as aforesaid was invested in and now consists of the several Sums of Stock, Funds, Monies, and Securities specified in the Fourth Schedule to this Act annexed,

Codicil,
dated 4th
March 1825.

Will and
Codicils
proved 21st
May 1825.

[Private.]

annexed, including a Sum of Seven thousand Pounds secured by certain Mortgages made by the said *George Neville Grenville* to the Trustees of the said Will : And whereas the said *Hugh Earl Fortescue* died in or about the Month of *June* One thousand eight hundred and forty-one, leaving the said *George Matthew Fortescue* his Co-trustee him surviving : And whereas the said *Thomas Grenville*, soon after the Death of the said Testator, conveyed his Life Estate in the Hereditaments by the said Will devised to the said *George Neville Grenville*, and the said *Thomas Grenville* died on or about the Seventeenth Day of *December* One thousand eight hundred and forty-six, without ever having been married, and soon after the Decease of the said Testator *George Neville Grenville* took and has ever since used the Name and Arms of *Grenville*, in addition to [his former Name of *Neville* : And whereas there is One Son of the said *Ralph Neville*, (namely,) *Robert Neville*, now an Infant of the Age of Two Years or thereabouts : And whereas there is no Son of the said *William Frederick Neville* : And whereas there is Issue of the said *George Neville Grenville* (besides the said *Ralph Neville* and *William Frederick Grenville*) *Seymour Neville* his Third Son, who has attained the Age of Twenty-one Years, and Three other Sons : And whereas the Honours and Estates of the said *Richard Aldworth Griffin* late Lord *Braybrooke* have descended to and are now vested in the Right Honourable *Richard Griffin*, the present Lord *Braybrooke*, the elder Brother of the said *George Neville Grenville* : And whereas the said Will and Codicils of the said *James Lord Glastonbury* contain no Provisions for the Appointment of new Trustees in the Places of the said Trustees thereby appointed, and the said *Hugh Earl Fortescue* being now deceased as aforesaid, and the said *George Matthew Fortescue* being desirous of being discharged from the Trusts of the said Will and Codicils, it is desirable that the Right Honourable *William Walter Legge* commonly called Viscount *Lewisham*, the eldest Son and Heir Apparent of the Right Honourable *William Earl of Dartmouth*, and *William Wells* of *Holmwood* in the County of *Huntingdon*, Esquire, should be appointed Trustees of the said Will and Codicils, in the Places of the said *Hugh Earl Fortescue* deceased and *George Matthew Fortescue* respectively, and that Provision should be made for the future Appointment of new Trustees in the Places of the said *William Walter* Viscount *Lewisham* and *William Wells* : And whereas there is no Power of leasing any Part of the said Estates and Hereditaments in the Counties of *Somerset* and *Bedford* so devised as aforesaid, nor any Power of Sale or Exchange of the same or any Part of the same Estates and Hereditaments, except as herein-before is set forth : And whereas it would be highly advantageous for the Persons entitled to the said Estates so devised as aforesaid if Powers were given to the said Trustees or Trustee for the Time being of the said Will to grant Husbandry Leases of any Part or Parts of the said Estates and Hereditaments, and to sell or exchange such Parts thereof as may be thought expedient, the Monies to be received for any such Sale or Exchange to be invested in the Purchase of other Estates, to be settled to and upon the same Uses and Trusts as the Estates sold or exchanged were subject to : And whereas the said *George Neville Grenville* hath from Time to Time since the Death of the said *Hugh Earl Fortescue* laid out and expended certain

Sums of Money in improving divers Parts of the said Estates and Hereditaments in the said County of *Somerset*, but no Part of the said Sum of Six thousand Pounds has yet been raised in pursuance of the Directions in the said Will contained, by reason that the said Power being given to the Trustees of the said Will jointly, without any Declaration that such Power might be exercised by the the Survivor of them alone, Doubts were entertained on the Part of the said *George Matthew Fortescue* whether, after the Decease of the said *Hugh Earl Fortescue*, the said *George Matthew Fortescue* alone, as the surviving Trustee, was empowered to raise such Sum; but such Expenses were incurred on the Faith of an Act being obtained to sanction the raising such Expenses, and it is just, and in accordance with the evident Intention of the said Testator, that the said *George Neville Grenville* should be reimbursed all such Sums of Money (not exceeding Six thousand Pounds) as he has expended in the Improvements of the said Estates in the County of *Somerset* contemplated by the said Will, or which he, or any other Person entitled in possession to the said Estates, shall hereafter expend in such Improvements as aforesaid, so as the same shall not in the whole exceed the Sum of Six thousand Pounds, and therefore that Power should be given to the Trustees or Trustee for the Time being of the said Will to raise the same by a Mortgage of all or any Part of the Hereditaments for the Time being subject to the Uses by the said Will of the said Testator declared of his said Estates in the said County of *Somerset*: And whereas it would be also very advantageous to the Parties entitled under the said Will that Power should be given to the Trustees or Trustee for the Time being of the said Will from Time to Time to renew the Lease or Leases of the said Hereditaments in the County of *Bedford*, or put in new Lives of the Copyhold Part thereof, and to raise the Monies necessary for the Payment of the Fines of such Renewals by Mortgage of the said Estates in the County of *Somerset*, or of the said Estates to be comprised in any such Lease or Leases, subject to the Conditions herein-after contained: And whereas it would also be very beneficial to the Parties entitled to the said Estates in the County of *Somerset* if the Monies to arise from the Sale of the said Stock, Funds, and Securities constituting the residuary Personal Estate of the said Testator were to be invested in the Purchase of Estates convenient to be held with the said Estates of the said Testator in the said County of *Somerset*, or elsewhere in the said County of *Somerset*: And whereas the said *George Neville Grenville* is now seised or possessed of certain Freehold and Leasehold Estates which are convenient to be held with the said Estates of the said Testator at or near *Butleigh* aforesaid in the said County of *Somerset*, and in the Purchase of which it would be expedient to invest a Portion of the aforesaid Monies, and which were purchased by the said *George Neville Grenville* for the Purpose of being so settled as aforesaid, and accordingly the said *George Neville Grenville* hath, by a Contract in Writing bearing Date the Eighteenth Day of *April* One thousand eight hundred and forty-nine, agreed with the said *William Walter* Viscount *Lewisham* and *William Wells*, that if they should be appointed Trustees of the said Will of the said Testator, and Power should be obtained from Parliament for the said Trustees to purchase the same, the said *George Neville Grenville* would

would sell and convey the said Estates to the said Trustees, to be held on the Uses and Trusts and for the Intents and Purposes by the said Will declared of the said Estates of the said Testator in the said County of *Somerset*, which said Lands are described in the Fifth Schedule to this Act annexed, and a Portion of which are included with other Hereditaments in the said Mortgage Security for Seven thousand Pounds, Part of the aforesaid residuary Estate, so made to the Trustees of the said Will: And whereas the said *George Neville Grenville*, on the Behalf of the said Trustees for the Time being of the Will of the late Lord *Glastonbury*, by a Contract bearing Date the Nineteenth Day of *April* One thousand eight hundred and forty-nine, contracted to purchase of *Richard Holman* Esquire the Hereditaments comprised in the Sixth Schedule to this Act annexed, at or for the Sum of Twelve thousand Pounds: And whereas the said Hereditaments so contracted to be purchased are convenient to be held with the said Estates of the said Testator at *Butleigh* aforesaid, and were agreed to be purchased by the said *George Neville Grenville*, in order that the same should be paid for, and settled to the Uses by the said Will declared of the said Testator's Estates in the said County of *Somerset*, with Part of the Monies arising from the residuary Personal Estate of the said Testator, if Power for making such Purchase should be obtained from Parliament: And whereas Valuations have been made of the said Hereditaments comprised in the Fifth and Sixth Schedules to this Act respectively, and the same are fairly worth, according to such Valuations, the Sums of Twenty-seven thousand eight hundred and eighty-seven Pounds and Twelve thousand Pounds respectively, as by the said Schedules respectively will more fully appear: And whereas none of the aforesaid Objects can be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *George Neville Grenville*, the said *Ralph Neville* (on his own Behalf, and also on behalf of the said *Robert Neville* his infant Son,) 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 from and after the passing of this Act the said *William Walter* Viscount *Lewisham* and *William Wells*, and the Survivor of them, shall be and remain the sole Trustees and Trustee of the said Will and Codicils of the said *James Lord Glastonbury*, so far as relates to the said Estates situate in the Counties of *Somerset* and *Bedford*, and to the aforesaid residuary Personal Estate of the said Testator, upon and for all the Trusts, Intents, and Purposes, and with, under, and subject to all the Powers, Provisoos, and Declarations, in and by the said Will and Codicils or any of them contained, expressed, and declared of or in relation to the Premises, or such of the same as are now subsisting or capable of taking effect, in like Manner in all respects as if they had been by the said last Codicil of the said *James Lord Glastonbury* duly nominated his sole Trustees in the Places of the Trustees named by his said Will, and that the Powers by the said Will given by the said Testator to his said Trustees in his said Will and Codicil named, or to them and their Heirs, or otherwise, or by this Act, may be exercised by the said *William Walter* Viscount *Lewisham*

Appoint-
ment of new
Trustees.

Lewisham and *William Wells*, and the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees for the Time being of the said Will to be appointed as herein-after mentioned, or the Survivor of them, his Executors or Administrators.

II. And be it enacted, That the said *George Matthew Fortescue* shall forthwith, at the Costs of the said Trust Funds comprised in the said Fourth Schedule, convey, surrender, assign, and transfer unto or into the Names of the said *William Walter Viscount Lewisham* and *William Wells*, their Heirs, Executors, Administrators, and Assigns respectively, all and singular the Trust Estates (if any) and Effects vested in him by virtue of the said Will and Codicils, and the Funds, Stocks, and Monies specified in the said Fourth Schedule hereto, and the Securities for the same, and shall forthwith reconvey to the Person entitled thereto, his Heirs and Assigns, such Portions of the Hereditaments comprised in such Mortgages for Seven thousand Pounds as aforesaid as are not comprised in the Fifth Schedule to this Act; and that so soon as such Conveyances, Assignments, and Transfers shall have been fully and effectually completed the said *George Matthew Fortescue* shall be and remain absolutely released and discharged of and from all the Trusts of the said Will and Codicils of the said *James Lord Glastonbury*, so far as relates to the Estates of the said Testator in the said Counties of *Somerset* and *Bedford*, and to his said residuary Personal Estate.

Personal Estate to be transferred to new Trustees, and Mr. Fortescue released.

III. And be it enacted, That in case the said *William Walter Viscount Lewisham* and *William Wells*, or either of them, or any future Trustees or Trustee to be appointed as herein-after mentioned, shall die, or desire to be discharged from or refuse or become incapable to act in the Trusts of the said Will or of this Act before the same shall have been fully discharged and performed, then and in every such Case it shall be lawful for the Person or Persons for the Time being entitled to the Possession or to the Receipt of the Rents and Profits of the said Freehold Hereditaments in the Counties of *Somerset* and *Bedford*, under the said Will of the said *James Lord Glastonbury*, or of such of the same as shall be then subject to the Uses by the said Will declared, if such Persons shall be of full Age or otherwise competent, or if such Person or Persons shall be under Age or otherwise incompetent, then for the surviving or continuing Trustee for the Time being, or the acting Executors or Executor, or Administrators or Administrator of the surviving or continuing Trustee, or for a retiring Trustee, if he shall think fit, by Writing under their or his Hands or Hand, to nominate and appoint any other Person or Persons to be a Trustee or Trustees in the Place of the Trustee or Trustees so dying, or desiring to be discharged, or refusing or becoming incapable to act as aforesaid; and that so often as any new Trustee or Trustees shall be so appointed as aforesaid all the Trust Estates, Monies, and Premises which for the Time being shall be vested in the Trustee or Trustees so desiring to be discharged, or refusing or becoming incapable to act as aforesaid, either solely or jointly with the other Trustee, or in the Heirs, Executors, and Administrators of the last surviving Trustee, (as the Case may be,) shall with all convenient Speed be conveyed, assigned, and transferred so

As to Appointment of future Trustees.

[Private.]

6 r

that

that the same may be legally and effectually vested in such new Trustee or Trustees, either solely or jointly with the surviving or continuing Trustee (as the Case may require), upon the Trusts of the said Will and of this Act, or such of the same Trusts as may then be subsisting and capable of taking effect; and every new Trustee so to be appointed as aforesaid shall have such and the same Powers, Authorities, and Discretion, and shall in all respects act in the Execution of the Trusts of the said Will and Codicils and of this Act, as is hereby provided with respect to the Trustees hereby appointed.

Contracts with Trustees and Mr. Holman to be fulfilled out of Personal Estate.

IV. And be it enacted, That for carrying into effect the said Contract or Agreement so entered into between the said *George Neville Grenville* and the said *William Walter Viscount Lewisham* and *William Wells* as aforesaid, and also the said Contract entered into by the said *George Neville Grenville* with the said *Richard Holman* as aforesaid, for and on behalf of the said *William Walter Viscount Lewisham* and *William Wells* as aforesaid, they the said *William Walter Viscount Lewisham* and *William Wells*, or the Survivor of them, his Executors or Administrators, shall, as soon as conveniently may be, sell out or convert into Money such adequate Part or Parts of the said Stocks, Funds, and Securities specified in the said Fourth Schedule hereto, as shall be sufficient to raise the clear Sum of Twenty thousand eight hundred and eighty-seven Pounds and Twelve thousand Pounds, and also the Costs relating to the Purchase of the said Hereditaments comprised in the said Sixth Schedule to this Act, and also all the Costs of the said *George Matthew Fortescue* as such surviving Trustee, and the Costs of all Matters and Things by this Act directed to be done by the said *George Matthew Fortescue*, together with the Costs of such selling out or Conversion, and shall pay such Sum of Twenty thousand eight hundred and eighty-seven Pounds, being, with the said Sum of Seven thousand Pounds so now charged thereon by way of Mortgage as aforesaid by the said *George Neville Grenville*, such estimated Value of the said Hereditaments comprised in the said Fifth Schedule hereto as aforesaid, and the Costs relating to the Purchase of the said Hereditaments comprised in the said Sixth Schedule to this Act, to the said *George Neville Grenville*, his Executors or Administrators, for his and their own Use, and such Sum of Twelve thousand Pounds, or any less Sum, to the said *Richard Holman*, his Executors or Administrators, for his and their own Use, and shall pay such Costs of the said *George Matthew Fortescue* as aforesaid to the said *George Matthew Fortescue*.

Lands comprised in Fifth and Sixth Schedules vested in the Trustees, but to be deemed Personal Estate.

V. And be it enacted, That all and singular the said Lands, Hereditaments, and Premises comprised and described in the said Fifth and Sixth Schedules hereto respectively shall from and after the passing of this Act, and the Payment of such respective Sums of Money as aforesaid, become and be vested in the said *William Walter Viscount Lewisham* and *William Wells*, their Heirs, Executors, Administrators, and Assigns respectively, according to the Tenure thereof, as to the Freehold Part thereof, to the Use of the said *William Walter Viscount Lewisham* and *William Wells*, their Heirs and Assigns, freed and discharged from the said Sum of Seven thousand

sand Pounds so secured by way of Mortgage as aforesaid, and freed and discharged from all the Estate and Interest therein of the said *George Matthew Fortescue*, *George Neville Grenville*, and *Richard Holman*, and all Persons claiming under them respectively, anything in this Act contained to the contrary notwithstanding; nevertheless, as to all the said Hereditaments, as well Freehold as Leasehold, to be held upon such Trusts, and with, under, and subject to such Powers, Provisoos, and Declarations, as shall most nearly correspond with the Uses, Estates, Powers, and Provisoos to which the said Estates of the said Testator in the Counties of *Somerset* and *Bedford* are now by virtue of the said Will of the said Testator subject, except that the same Freehold Estates and Hereditaments so hereby vested in the said *William Walter Viscount Lewisham* and *William Wells*, their Heirs and Assigns, shall for the Purposes of Transmission be considered as Personal Estate, and shall go in all respects and vest in the Person or Persons who would under the Trusts of the said Will have been entitled to the Monies, Stocks, Funds, and Securities comprised in the said Fourth Schedule, until some Person or Persons becoming absolutely entitled thereto shall declare his or their Election to take the same as Real Estate, and any Person or Persons entitled thereto or to any Part thereof shall be entitled to have the same Hereditaments sold and converted into Money, to be paid to and divided amongst the Person or Persons entitled thereto.

VI. And be it enacted, That the said *William Walter Viscount Lewisham* and *William Wells*, or the Survivor of them, or other the Trustees or Trustee for the Time being of the said Will, shall and they are hereby required, at any Time hereafter, at the Request in Writing of the said *George Neville Grenville* during his Life; and after his Death at the Request of the Person or Persons entitled to receive the same as herein-after mentioned, to raise, by Mortgage for a Term of Years or in Fee of all or any Part of the Hereditaments for the Time being subject to the Trusts of the said Will of the said Testator, such Sum or Sums of Money, not exceeding in the whole the clear Sum of Six thousand Pounds, as such Trustee or Trustees for the Time being shall be satisfied has been already expended by the said *George Neville Grenville*, or shall have been hereafter expended by him, or by the Person or Persons for the Time being entitled in possession to the Receipt of the Rents and Profits of the said Estates in the said County of *Somerset* under the said Will, in such Improvements of the said Estates in the said County of *Somerset* by the said Will devised as were so as aforesaid intended by the said Testator to be made a Charge upon the Inheritance of the same Estates, and pay the same Sum or Sums to the said *George Neville Grenville*, his Executors, Administrators, and Assigns, or such other Person or Persons as aforesaid, in consideration of the Monies so laid out or to be laid out by him or them as aforesaid in such Improvements as aforesaid; and such Mortgage Charge to include all the Expenses of raising the same, and any Part of the Monies to arise from the Sale and Conversion of the Funds and Securities comprised in the said Fourth Schedule to this Act may be lent on such Mortgage as aforesaid; but such Sum of Six thousand Pounds may be raised and paid by a Sale or Disposition of any of the said Stocks, Funds, or Securities

Power to raise Money on Mortgage for Improvements.

ties mentioned in the said Fourth Schedule to this Act, instead of being so raised by Mortgage as aforesaid.

Power to sell
or exchange
Lands com-
prised in
Second
Schedule.

VII. And be it enacted, That it shall be lawful for the said *William Walter Viscount Lewisham* and *William Wells*, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said Will and of this Act, at any Time or Times hereafter, during the Subsistence of the Uses, Estates, and Trusts by the said Will declared of the said Hereditaments in *Somerset* and *Bedford* thereby devised, nevertheless with the Consent in Writing of the Person or Persons for the Time being entitled to the Possession or to the Receipt of the Rents and Profits of the said last-mentioned Estates, or of the Guardian or Guardians, Committee or Committees of such of them as shall not be of full Age, or be otherwise incompetent, to dispose of and convey by way of absolute Sale all or any Part of the Messuages or Tenements, Lands, and other Hereditaments specified in the Second Schedule to this Act, and the Inheritance thereof in Fee Simple, or any other Estate or Interest therein, to any Person or Persons whomsoever, for such Prices in Money as to them the said Trustees or Trustee for the Time being shall seem reasonable, or to grant and convey the same in exchange for other Hereditaments of Freehold in *England* or *Wales*, and that any such Sale as aforesaid shall or may be made either by public Sale or Auction or by private Contract; and that the said Trustees or Trustee for the Time being shall have full Power to make such Stipulations or Conditions in any Particular of Sale by which the said Hereditaments or any Part thereof may be sold, or in any Contract for the Sale or Exchange thereof or of any Part thereof, as to the Title to be required by the Purchaser, or the Person with whom the Exchange is to be made, or the Evidence to be produced in support of the same, or otherwise, as the said Trustees or Trustee for the Time being shall think fit, and shall also have Power to buy in the same Premises, or any Part thereof, at any Sale by Auction, and (with such Consent as aforesaid) to rescind, alter, or vary any Contract which may be entered into for Sale thereof, whether upon a Sale by public Auction or private Treaty, and to resell the Hereditaments which shall be so bought in, or as to which the Contract for Sale shall be so rescinded, without being responsible for any Loss or Diminution of Price which may be occasioned thereby.

Property
sold, &c. to
be freed
from Trusts.

VIII. And be it enacted, That for the Purpose of effecting any such Sale or Exchange it shall and may be lawful for the said *William Walter Viscount Lewisham* and *William Wells*, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said Will and of this Act, with such Consent as aforesaid, by any Deed or Instrument in Writing, sealed and delivered by them or him, to convey and assure the said Hereditaments so to be sold or exchanged as aforesaid freed and discharged from the Uses and Trusts declared by the said Will and Codicil, or such of them as shall be subsisting, in all respects, in such Manner, and for such Intents and Purposes as may be thought necessary to effect any such Sale; and it shall be lawful for the said
Trustees

Trustees or Trustee, on any Exchange, to receive any Monies by way of Equality of Exchange.

IX. And be it enacted, That all and singular the Monies to arise by any Sale or Exchange to be made in pursuance of this Act as last aforesaid of any Messuages or Tenements, Lands or Hereditaments, or to be received on the rescinding of any Contract, or in respect of any Deposit or Damages in any Contract, shall be paid by the Purchaser of the Hereditaments which shall be sold or contracted to be sold, or to be received on any such Exchange, unto the Trustees or Trustee for the Time being of the said Will and of this Act.

Receipts of Trustees sufficient Discharges to Purchaser.

X. And be it enacted, That the said Trustees or Trustee aforesaid shall stand possessed of the Monies to arise from any such Sales or Exchanges, upon trust, after paying and discharging all the Costs, Charges, and Expenses attending such Sale or Exchange or Contract as aforesaid, and the Matters incident thereto, to lay out the same in the Purchase or Redemption of Land Tax, or in or towards the Discharge of any Debts or other Incumbrances (being Charges on the Inheritance) affecting all or any Part of the Hereditaments and Premises comprised in the said First and Second Schedules to this Act, or in the Purchase of any Freehold or Copyhold Manors, Messuages, Lands, Tenements, or Hereditaments in *England* or *Wales*, or in the Purchase of Leasehold Hereditaments situate in *England* or *Wales*, held for an unexpired Term of Ninety-nine Years, (and so as such Copyholds and Leaseholds shall not exceed One Sixth Part in Value of the Freehold,) free from all Incumbrances (except Quit Rents, Land Tax, and other Outgoings), and the same Hereditaments, and all Hereditaments taken in exchange, shall immediately after the Purchase or Exchange be conveyed unto the Trustees or Trustee for the Time being of the said Will, their or his Heirs, Executors, Administrators, and Assigns respectively, as to the Freehold Parts thereof to and for such and the same Uses, Trusts, Intents, and Purposes, and with, under, and subject to the same Powers, Provisions, and Limitations, as the Hereditaments and Premises specified in the said First and Second Schedules to this Act now stand limited, settled, and assured, under or by virtue of the said Will, or as near thereto as the Death of the Parties and other Circumstances will admit, and as to the Copyhold and Leasehold Parts thereof to the Use of the said Trustees or Trustee for the Time being, their or his Heirs, Executors, Administrators, or Assigns respectively, upon such Trusts as shall most nearly correspond with the Uses, Trusts, Powers, Provisoes, and Declarations herein-before limited, declared, or referred to of and concerning the Freehold Hereditaments so to be purchased as last aforesaid, yet so that such Leasehold Estates shall be considered as in the Nature of and shall be impressed with the Character of Real Estate, and shall go in all respects as if the same were Freehold Estates, and so as no Tenant in Tail thereof under the said Will of the said *James Lord Glastonbury* shall become absolutely entitled to the said Leasehold Hereditaments, if he shall die under the Age of Twenty-one Years, and without leaving Issue Male living at his Death.

Purchase Money may be applied in Payment of Charges on Trust Estate, or in Purchase of other Estates, subject to the same Trusts.

[*Private.*]

6 s

XI. And

Purchase Money, until applied, to be invested in Exchequer Bills.

XI. And be it enacted, That all Monies which shall arise from any such Sales or Exchanges, or so much thereof as shall not be applied in Payment of Costs, Charges, and Expenses, according to the Provisions herein contained, shall, in the meantime and until such Monies shall be applied or be invested or laid out in manner or for all or any of the Purposes aforesaid, be from Time to Time laid out by the Trustees or Trustee for the Time being of the said Will and of this Act in the Purchase of Exchequer Bills, and the Interest arising from the Money so laid out in the Purchase of such Exchequer Bills, and the Monies to be received for the same Bills as they shall respectively be paid off by Government, shall from Time to Time be laid out in Exchequer Bills, or be exchanged for other Bills, at the Discretion of the Trustee or Trustees aforesaid, and the Interest of the old Bills shall be laid out as before directed in respect to the Interest when the Bills are paid off, all which Exchequer Bills shall be held by the said Trustees or Trustee until the same shall be sold for completing any such Purchase as aforesaid; and if the Money arising by the Sale of such Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain shall be paid to such Person as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased in case the same had been purchased pursuant to this Act, or to the Representatives of such Person.

Sale or Exchange to be made only with Consent of Tenant for Life.

XII. And be it enacted, That no Sale or Exchange or Purchase shall be made, in pursuance of the Powers herein-before contained, except with the Consent of the Person for the Time being entitled to the Rents and Profits of the said Hereditaments devised by the said Will of the said Testator, and for the Time being subject to the Uses and Trusts by the said Will declared of the Hereditaments thereby devised, but if such Person shall be under the Age of Twenty-one Years, then with the Consent of the Guardian or Guardians for the Time being of such Person.

Leaseholds and Copyholds may be renewed.

XIII. And be it enacted, That before the said Hereditaments in the said County of *Bedford* shall be sold it shall be lawful for the said Trustees or Trustee, with such Consent as aforesaid, from Time to Time, and as often as the same may be considered necessary, to renew the Lease or Leases of such Part thereof as are Leasehold, and to put in any fresh Life or Lives of any Part thereof being Copyhold; and any Costs and Expenses relating thereto, and all Fines payable for any such Leases or Renewals of Lives, shall, subject to the Party for the Time being equitably entitled to the said Leasehold or Copyhold Hereditaments paying or contributing such a Proportion of such Fine as the Trustees or Trustee for the Time being shall think equitable, with reference to the Circumstances of the Case, be raised and paid out of the Funds or Securities mentioned in the said Fourth Schedule to this Act.

Residuary Personal Estate to be applied in

XIV. And be it enacted, That it shall be lawful for the said *William Walter Viscount Lewisham* and *William Wells*, or the Survivor of them, or the Executors or Administrators of such Survivor,

or

or other the Trustees or Trustee for the Time being of the said Will, if they or he shall think fit, but with such Consent as aforesaid, to call in and convert into Money all or any Part of the said residuary Personal Estate of the said *James Lord Glastonbury* which shall remain after completing the Purchase of the said Hereditaments comprised in the said Fifth and Sixth Schedules hereto, and paying such Costs as aforesaid, and by and out of the Monies to arise from such Sale and Conversion to pay all the Costs and Expenses of applying for and procuring this Act, or in anywise relating thereto, including the Costs of making out and investigating the Title to the said Hereditaments comprised in the Fifth Schedule to this Act, and, subject as aforesaid, to lay out the said Monies in the Purchase of Estates and Hereditaments, with such Consent as aforesaid, in like Manner in all respects as is herein-before directed with respect to the Monies to arise by the Sale of the Hereditaments comprised in the said Second Schedule hereto, but so as that all such Estates and Hereditaments as may be so purchased as last aforesaid shall be conveyed and assured to the Trustees or Trustee for the Time being of the said Will, to be by them held upon and for the same Trusts, Intents, and Purposes, and under and subject to the Provisions herein-before contained or referred to, of and concerning the said Hereditaments comprised in the said Fifth and Sixth Schedules to this Act.

paying Costs of Act, &c., and Remainder may be invested in Land.

XV. And be it enacted, That it shall be lawful for the said *William Walter Viscount Lewisham* and *William Wells*, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said Will and of this Act, nevertheless with such Consent as aforesaid, from Time to Time to lay out and invest all or any Part of the said residuary Personal Estate of the said *James Lord Glastonbury* which shall not have been applied towards the Purposes aforesaid in their or his Names or Name in the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Security, with Power from Time to Time, with the like Consent, to alter and vary all or any Part of such Stocks, Funds, and Securities for other Stocks, Funds, or Securities of a like Nature, such Stocks, Funds, and Securities to be held on the like Trusts as the said residuary Personal Estate is or shall for the Time being be subject to.

Residuary Personal Estates not so applied may be invested in the Public Funds.

XVI. And be it enacted, That as regards any Part of the said residuary Personal Estate of the said *James Lord Glastonbury* as may be applied in discharge of the said Sum of Six thousand Pounds, or in and towards the Payment of any Monies, Costs, Charges, and Expenses by this Act authorized to be paid thereout, the same shall be considered and taken as Personal Estate; and if the Party or Parties becoming absolutely entitled thereto shall not elect to take the said Estates and Hereditaments for the Time being subject to the Uses and Trusts declared by the said Will of the said *James Lord Glastonbury*, freed and discharged from the same, the said Monies shall be a Charge on the said Hereditaments comprised in the First and Second Schedules to this Act, and the same shall be raised by the Trustees or Trustee for the Time being of the said Will and this Act,

Charges kept alive for certain Purposes.

Act, by Mortgage for a Term of Five hundred Years of all or any Part of the said Hereditaments comprised in the said First and Second Schedules to this Act, together with lawful Interest thereon, and paid to the Person or Persons for the Time being becoming absolutely entitled to such Monies as aforesaid.

Tenant for Life may grant Leases for Twenty-one Years.

XVII. And be it enacted, That it shall be lawful for the Person or Persons for the Time being entitled in possession to the Hereditaments from Time to Time subject to the Uses and Trusts by the said Will of the said Testator declared of his aforesaid Estates, if of full Age, and if under Age for the Trustees or Trustee for the Time being of the said Will, by any Indenture or Indentures, and either referring to this Power or not, to demise or lease any Part or Parts of the Hereditaments for the Time being, subject to the Uses and Estates so limited by the said Will as aforesaid, except the Mansion House of *Butleigh Court* aforesaid, and the Gardens and Pleasure Grounds thereto belonging, with the Appurtenances, to any Person or Persons, for any Term of Years not exceeding Twenty-one Years, to take effect in possession, and not in reversion and not by way of future Interest, so as there shall be reserved on every such Demise or Lease the best or most improved yearly Rent, to be incident to the immediate Reversion of the Hereditaments so to be leased, that can or may be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the making thereof, (but such Provision not to prevent a Lease being granted, subject to any Stipulations for the Lessee to make or complete any Repairs or new Buildings), and so as there be contained in every such Demise or Lease a Condition of Re-entry for Nonpayment of the Rent thereby to be reserved in case the same shall be in arrear for the Space of Thirty Days or upwards, and so as that the Lessee do execute a Counterpart thereof, and do thereby covenant for the due Payment of the Rent thereby to be reserved, and be not by any Clause or Words therein contained made dispunishable for Waste, or exempted from Punishment for committing Waste, anything herein-before contained to the contrary thereof notwithstanding.

Trustees may compromise certain Disputes.

XVIII. And whereas the said Testator was at the Time of his Decease or claimed to be seised in Fee of the Manor of *Butleigh* in the County of *Somerset*, and there are divers Tenements and Hereditaments, either Part of the said Manor or of other Estates of the said Testator, and of which he was or claimed to be so seised, which are held for certain Terms of Years, and Doubts on the Part of certain Persons are alleged to exist as to whether the said Testator was or was not seised of the Reversion expectant on the Determination of the Leases of certain Parts of the said Hereditaments, and such Doubts also are alleged to exist as to the Boundaries or Identity of the Hereditaments comprised or supposed to be comprised in such Leases, and most of the said Hereditaments held for unexpired Terms of Years are or may be of small Value; and it would tend to avoid Litigation if the Trustees or Trustee for the Time being of the said Will had Power to compromise and compound any Disputes relating to the said Estates or Hereditaments, or the Boundaries or Identity thereof, or the Nature of the Interests comprised in any such Leases, and had

Power to grant new Leases, with or without Fines or Premiums, and to confirm any existing Leases, as after mentioned, or to sell the said Leaseholds, or the Reversion expectant on the Determination of any of the said Leases, and also to purchase any of the said Leasehold Interests the Reversion whereof is or may be supposed to be devised by the said Will, and also Power to purchase the Reversion in any Leasehold Hereditaments which are or shall be subject to the Uses and Trusts in the said Will, such Purchases to be made out of the Monies to arise from the Sale of the Funds forming Parts of the residuary Estate of the said Testator and the Monies to arise by any Sale as last aforesaid, and from any Fines on any Leases to be granted as aforesaid, to be held on the same Trusts as are subsisting of the Monies which arose from the Sale of the said Hereditaments in the said County of *Surrey*: Be it therefore enacted, That it shall and may be lawful for the said *William Walter* Viscount *Lewisham* and *William Wells*, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said Will appointed or to be appointed under this Act, nevertheless with such Consent as aforesaid, to settle and arrange any Dispute or Question relating to the Boundaries of any of the Estates in the County of *Somerset* of which the said *James Lord Glastonbury* was seised or possessed at the Time of his Death, or which are by this Act authorized to be purchased, and comprised in the said Fifth and Sixth Schedules, or which may under the Provisions hereof be purchased, or as to the Nature and Extent of the Tenure by or for which any Part thereof may be held, or relating to the Title or Interest of any Person or Persons claiming adversely or otherwise any Estate or Interest in any Hereditaments any Interest wherein shall from Time to Time be subject to the Uses and Trusts of the said Will of the said Testator, in such Manner as the said Trustees or Trustee for the Time being shall think fit, or to refer any such Dispute or Question to Arbitration, and to submit to or dispute any Award to be made, as they or he shall think fit, and, for the Purpose of carrying out or confirming any Arrangement as to Boundaries or otherwise, to make any Conveyances or Assignments of any Part of the said Estates, and also to grant any new Leases of any Hereditaments comprised in any subsisting Leases, either at a Fine or otherwise, with respect to which there shall be any Doubt or Dispute, or to sell any Leasehold Hereditaments which may from Time to Time be vested in the said Trustees or Trustee, or the Reversion expectant on any subsisting Leases of any Part of the said Hereditaments with respect to which there shall be any such Doubt or Dispute, or to purchase any Leasehold Hereditaments, or the Freehold and Reversion in Fee Simple of any Lands or Hereditaments, of which the said *James Lord Glastonbury* was possessed, or which are comprised in the said Fifth and Sixth Schedules, or which may under the Provisions hereof be purchased, held for any Term of Years, or for any Estate for Lives or other Estate less than the Fee Simple, in all respects as shall be thought necessary or convenient, so as the Monies to arise from any Sales, or to be paid for the Fine for the Confirmation or Renewal of any Lease, shall be held on the same Trusts as are hereinbefore declared of the Monies to arise from the Sale of the said Hereditaments hereby authorized to be sold or exchanged; and as regards

[Private.]

6 t

any

any Hereditaments to be purchased by the said Trustees or Trustee in pursuance of the said Power lastly herein-before contained, the same shall and may be paid for by and out of the Trust Funds forming Part of the residuary Personal Estate of the said *James Lord Glastonbury*, herein-before authorized to be invested in the Purchase of Real Estates as aforesaid; and the said Hereditaments so to be purchased as last aforesaid shall be conveyed to the said Trustees or Trustee on the same Trusts and in such and the same Manner as is before directed with respect to the Hereditaments to be purchased with such residuary Personal Estate as aforesaid.

Receipt of Trustees valid Discharges.

XIX. And be it enacted, That the Receipt or Receipts in Writing of the said *William Walter Viscount Lewisham* and *William Wells*, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said Will and of this Act, for any Monies which they are hereby authorized to receive, shall be a full and sufficient Discharge for the same; and no Purchaser or other Person paying such Monies, and taking such Receipt as aforesaid, shall be bound to see to the Application or be answerable for the Misapplication or Nonapplication of such Monies.

Trustees answerable only for Monies actually received by them.

XX. Provided also, and be it enacted, That the said *William Walter Viscount Lewisham* and *William Wells*, or other the Trustees or Trustee for the Time being acting in the Execution of the Trusts and Powers hereby created, and every of them, and the Heirs, Executors, and Administrators of them and every of them, shall be charged and chargeable respectively for such Monies only as they respectively shall actually receive by virtue of the Trusts, Powers, and Provisions of this Act, notwithstanding their or any of their giving or signing, or joining in giving or signing, any Receipt for the sake of Conformity, and any One or more of them shall not be answerable or accountable for the other or others of them, or for any involuntary Losses; and also that it shall be lawful for them, with or out of the Monies which shall come to their respective Hands by virtue of the Trusts and Provisions of this Act, to retain to and reimburse themselves respectively, and also to allow to their Co-trustee or Co-trustees, all Costs, Charges, Damages, and Expenses which they or any of them shall or may suffer, sustain, expend, disburse, be at, or put unto, in or about the Execution of the aforesaid Trusts and Provisions, or in relation thereto.

Trustees to be reimbursed their Expenses.

General Saving.

XXI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all other Persons and Bodies Politic or Corporate, and their respective Heirs, Successors, Executors, and Administrators, other than and except the said *George Matthew Fortescue*, as such Trustee as aforesaid, and the said *William Walter Viscount Lewisham* and *William Wells*, as such Trustees as aforesaid, and all other the Trustees to be appointed in pursuance of the Power in that Behalf herein-before contained, and the said *George Neville Grenville*, and his Heirs, Executors, and Administrators, and the said *Ralph Neville*, *William Frederick Neville*, and their respective First and other Sons, and the Heirs Male of their Bodies, and the said
Seymour

Seymour Neville, and the Heirs Male of his Body, and all and every other Persons and Person claiming or to claim by, through, from, or under the said Will and Codicils, in respect of the Devises and Dispositions of the said Estates, Hereditaments, and Premises of the said Testator the said *James Lord Glastonbury*, or any of them, after or in defeasance of the Estate in Tail Male so now vested in the said *Seymour Neville*, or after or in defeasance of any Estate for Life or Estate in Tail Male limited by the said Will and Codicils, and also the said *Richard Holman*, all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Hereditaments, Stocks, Funds, and Premises comprised in the said several Schedules hereto, or any Part thereof respectively, as they or any of them had before the passing of this Act, or would or might have had in case this Act had not been passed.

XXII. And be it 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.

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

The FIRST SCHEDULE above referred to ;

COMPRISING

The MANSION of BUTLEIGH COURT and the Lands surrounding;
as follows :

No. on Map.	Premises situate in the Parish of Butleigh in the County of Somerset.	Quantity.		
		A.	R.	P.
157	Mansion House and Premises	4	0	20
156	Shortlands	13	2	29
142	Furlong	26	2	10
142 a	Fishpond	0	1	6
141	Furlong Orchard	6	0	0
140	Ploughed Furlong	8	3	4
138	Small Mead	10	3	11
139	Cottage and Garden	0	1	0
137	Master's Close	13	3	0
144	Clover Close	15	1	4
155	Biggs Hill	10	3	26
156	Shortlands	13	2	29
367	Hutchings, &c.	17	2	0
368	Beggars Well	12	3	28
369	Three West Woods	21	1	15
370	Perriam's West Wood	5	3	30
372	Bladesley	8	0	32
373	Wood Mead	7	0	38
375	Charles Hill	8	3	33
376	Little Hutchings	2	2	25
403	Wood Ground, &c.	7	1	5
170	Plantation	0	0	30
169	Cottage and Garden	1	8	1
172	Hellyer's Paddock	1	0	21
168	Cooks Orchard	1	1	35
167	Orchard	0	3	0
165	Cottage and Garden	0	0	32
164	Cottage and Garden	0	0	21
163	House, Garden, &c.	0	1	24
160	House and Garden	0	0	18

R. S. Graburn.

The

The SECOND SCHEDULE referred to.

No. on Map.	Premises situate in the Parish of Butleigh.	—		
		A.	R.	P.
10	Part of Burton's Close	-	-	-
21	Ditto	-	-	-
22	Pointer's Close	-	-	-
27	Part of Twenty Acres	-	-	-
26	Twenty Acres	-	-	-
19	Twelve Acres	-	-	-
18	Eighteen Acres	-	-	-
106	Common in South Moor	-	-	-
105	Ditto	-	-	-
101	Stock's Common	-	-	-
100	Smithfield ditto	-	-	-
98	Moore's Common	-	-	-
93	Pope's and Gilbert's Common	-	-	-
92	Two Commons	-	-	-
91	Moore's and Chalmer's Biggs	-	-	-
90	Moore's	-	-	-
89	Talbot's Common	-	-	-
65	Black Thorn	-	-	-
64	Ditto	-	-	-
68	Great Inlands	-	-	-
86	Little Inlands	-	-	-
88	Hodge's Inlands	-	-	-
85	Inlands	-	-	-
78	Ditto	-	-	-
80	Dog's Kennel	-	-	-
79	New Close	-	-	-
81	Breamyeat	-	-	-
84	Rag	-	-	-
83	Hilley Burril	-	-	-
82	Burrell	-	-	-
48	Oldbury Lower Piece	-	-	-
50	Oldbury Mead	-	-	-
51	Oldbury Upper Piece	-	-	-
150	Commons	-	-	-
152	Middle Moor	-	-	-
153	Higher ditto	-	-	-
149	The Drove	-	-	-
148	Commons	-	-	-
131	Chilcroft Orchard	-	-	-
134	Orchard	-	-	-
120	Hyatt's Common	-	-	-
121	Reynolds' ditto	-	-	-
122	Lower Horseys	-	-	-
123	Moore's Horsey's	-	-	-
124	Ditto	-	-	-
125	Ditto	-	-	-
126	Ditto	-	-	-
129	Gilbert's Duck Pool	-	-	-
130	Penams	-	-	-
217	Aldershard	-	-	-
218	Ditto	-	-	-

[Private.]

No. on Map.	Premises situate in the Parish of Butleigh.	—		
		A.	R.	P.
219	Aldershard - - - - -	7	0	18
221	Darksome - - - - -	5	3	21
222	Ditto - - - - -			
223	East End - - - - -	12	3	34
225	Part of ditto - - - - -			
221	East End - - - - -	1	2	6
228	Ditto - - - - -	3	0	5
233	Little ditto - - - - -	0	2	35
237	Kelly's Mead - - - - -	5	0	14
209	Bailey Lane - - - - -	6	3	20
215	Classey's Mead - - - - -	3	2	1
216	Little Dunhills - - - - -	1	3	16
212	Dunhills - - - - -	6	0	0
210	Slade's Field - - - - -	14	2	4
211	Cottage and Garden - - - - -	0	1	15
207	Cott's Croft - - - - -	2	2	5
208	Bull Close - - - - -	2	0	31
238	Part of Bailey's Lane and Little Park - - - - -	38	0	28
239	Piper's Close - - - - -	11	3	31
240	Pennings - - - - -	14	2	6
241	Johnson's and Rood's Park Corner - - - - -	3	1	2
243	Two Pieces formerly Gilbert's - - - - -	7	2	30
244	'Henley's - - - - -	5	3	36
245	Ditto - - - - -	7	2	0
198	Great Park - - - - -	34	0	0
199	Park Wood - - - - -	20	2	32
200	Lawn - - - - -	10	1	23
201	Long Close - - - - -	10	2	22
205	Park Gate - - - - -	8	1	6
206	Ditto - - - - -	3	3	0
256	Broadmoor - - - - -	6	1	0
261	Wet Hill - - - - -	5	1	10
267	Gully Close - - - - -	3	3	20
662	Part of Curtis Backside Pond Head - - - - -	3	2	4
663	Ditto and Cold Bath - - - - -	1	0	18
664	Pond Head - - - - -	0	1	38
—	Banbury Furlong - - - - -	3	0	32
658	Summer Rod - - - - -	3	2	12
657	Hare Pits - - - - -	5	1	30
656	Wool's Brook - - - - -	13	2	24
689	Curtis' Backside - - - - -	4	2	6
665	Cross Close - - - - -	7	3	5
692	Upper and Lower Near Pits - - - - -	16	2	22
690	Banbury Orchard - - - - -	1	0	18
691	Sansomes' Piece, East Field - - - - -	12	1	24
684	Quarry Ground - - - - -	10	2	35
693	Brownings Bush - - - - -	55	2	30
652	Rouse Door and Cross Hill - - - - -	11	3	33
695	Rocke's Piece - - - - -	10	1	30
694	Abbot's Ash and Boy's Gate - - - - -	34	2	35
651	Gould's Piece - - - - -	6	0	8
625	Home's Backside - - - - -	19	0	10
634	Home Backside - - - - -	2	2	15
635	Young Orchard - - - - -	3	0	22
637	North Close - - - - -	1	3	19

No. on Map.	Premises situate in the Parish of Butleigh.	—		
		A.	R.	P.
638	Old Orchard	0	3	11
639	Farmhouse and Homestead	1	2	1
636	Abbots Backside	4	3	24
642	Part of Abbot's Backside			
643	Abbot's Cottage	0	0	23
645	Coombe's Paddock	0	3	21
641	Orchard	0	3	12
647	Rushy Close	3	3	37
646	Young Orchard	4	2	27
648	Gould's and Glovers	13	1	33
649	House and Homestead	1	3	30
650	Garden	0	1	18
696	Staddlecombe	27	3	14
697	Mountcombe Hill	11	3	17
698	Strodes Copley	52	1	15
699	High Street	29	3	6
700	South Long Groves	30	0	10
701	Middle ditto	16	0	30
702	North ditto	39	2	0
703 & 4	Oaky Close and Curtis	20	1	2
705	Great Breach	70	0	3
706	Late Eades Breach	5	2	16
708	Black Lain's	13	0	0
709	Chassey's Close and Abbots Copley	17	1	30
711	Late Reynolds' Charlcombe	5	1	23
712	Brownings Copley	3	2	7
713	Perriams ditto	2	2	23
714	Strodes ditto	7	1	20
715	Great Copley	38	3	19
718	Charlcombe in East Charlton	16	0	0
719	Woodlands in ditto	14	0	0
720	Woodlands in ditto			
721	Strangways and Copley Wood	8	0	0
722	In Copley Old Wood	5	0	0
575	Elder Bush	17	3	30
574	Stones Piece	15	1	32
573	Dalley Ham	19	3	20
572	Upper Mill Close	9	1	30
571	Middle ditto and Furze Part	9	0	30
570	Hanging ditto	6	2	38
569	Rocke's Mill Close	4	1	6
568	Fuzzy Mill Close	9	1	35
567	Turggy Mill Close, Arable	5	0	36
566	Great Bolster	14	3	0
565	Green Pits	23	2	0
585	Quarry Ground	1	1	6
576	Jansome's Piece, West Field	17	3	10
577	Pye Closes	3	1	35
599	Sour Down	9	1	36
595	Browning's Well	4	3	6
596	Orchard	1	0	14
597	Browns Well	2	0	35
560	Mounts Hill	11	2	35
561	Ditto	17	1	32
600	Moor Hill and Little Long Hill	3	3	16

No. on Map.	Premises situate in the Parish of Butleigh.	—		
		A.	R.	P.
601	Looks Long Hills	6	1	32
351	Fishwell	5	2	28
350	Ditto	7	0	5
349	Ditto	1	2	35
347	Little ditto	1	2	5
343	Orchard	1	2	20
288	Footlands	1	2	19
193	Paddock	0	3	17
192	Farmhouse and Homestead	0	1	28
191	Farmstead and Orchard	1	1	10
190	House and Garden	0	1	11
185	Sweet's Paddock and Orchard	1	2	2
183	Verring's Paddock and Garden	0	3	1
182	Farmhouse, &c.	0	2	29
—	Cottage and Garden	0	0	27
—	House and Garden	0	0	39
179	Orchard	2	2	21
178	Paddock	1	1	10
173	Orchard	0	2	0
177	Orchard	0	1	15
174	House and Garden	0	2	13
175	Four Houses and Garden	0	0	37
176	House and Garden	0	1	6
319	Kitchen Garden	0	1	33
319 a	Knacker's Hole Cottage	0	0	6
315	Hodge's House and Garden	0	1	9
314	Orchard	0	1	33
—	Little Orchard	0	2	28
395	Hodge's Copse	3	2	26
399	Lucas' Wood Ground	4	0	4
400	Inner ditto ditto	3	1	7
397	Cat Well	3	1	22
401	Rowley Wood Grounds	3	0	18
403	Wood Ground	7	1	5
404	Farmhouse, &c.	—	—	—
402	New Orchard	2	2	34
403	Wood Ground	—	—	—
405	Clover Close	4	3	15
406	Orchard	2	3	21
407	Bean Ground	6	3	18
416	Francis Wood's Croft Ground	5	3	30
492	Worthy's	9	2	30
491	Ditto	3	2	0
503	Brown Quarry, Pye Hill	5	0	25
539	Grimstead Hills	3	0	38
540	Great Wood	40	1	5
546	Guinea Close	5	3	4
547	Coombe's Guinea Close Coppice	2	2	36
532	Plantation	13	2	6
533	Grimstead Hills	1	0	4
534	Ditto	11	0	35
390	Talbot's Wood Ground	7	0	25
391	Gardener's Wood Ground	2	3	3
389	Rowland's Wood Ground	1	3	8
387	Scrubbett's	6	0	16

No. on Map.	Premises situate in the Parish of Butleigh.	—		
		A.	R.	P.
388	Scrubbett's	4	0	35
371	Blodesley	2	1	35
385	Langley	3	1	34
383	Ditto			
382	Ditto			
381	Ditto	7	1	30
379	Moxham's	3	3	30
154	Moor Meads	4	2	26
147	Johnsons Backside	3	3	37
146	Backside	8	0	17
145	Moorhills	8	0	2
66	Johnstones Blackthorn	10	3	8
67	Inlands Brake	1	1	29
68	Great Inlands	1	1	10
135	Farmhouse	15	0	24
136	Cottage and Garden	0	1	38
151	Broad Moor	0	1	0
154	Moor Mead	11	0	14
159	Two Houses and Gardens	3	3	37
161	Plantation	0	1	6
161 a	Ditto	0	1	10
283	Three Cottages	0	1	16
313	House	0	2	13
314	Orchard	0	1	17
315	Cottage and Garden	0	1	33
316	Ditto	0	1	9
394	Wood Ground	0	2	19
		2	0	16

Lands in the Parish of Glastonbury.

825	Hulk Moor	3	0	28
828	Ditto	5	1	18
717	Ditto	7	0	38
829	Ditto	12	1	24
830	Ditto	10	3	22
831	Ditto	10	2	10
832	Ditto	10	2	15
2168	Tor Hill	23	1	36

In the Parish of Street.

394	South Moor	8	1	12
419	Ditto	3	2	28
420	Ditto	9	0	2
409	Ditto	6	3	0
410	Ditto	7	1	16
412	Ditto	4	3	15
341	Martin's Moor	4	2	31
342	Ditto	3	2	5

Lands in Sedgemoor.

719	Commons	17	0	19
720	Ditto	16	0	5
721	Ditto	11	3	22

[Private.]

No. on Map.	Premises situate in Sedgemoor.	—		
		A.	R.	P.
722	Commons - - - - -	10	3	12
723	Ditto - - - - -	10	3	29
731	Ditto - - - - -	18	0	9
730	Ditto - - - - -	22	3	18
753	Ditto - - - - -	11	1	15
758	Ditto - - - - -	6	2	30
759	Ditto - - - - -	6	1	4
760	Ditto - - - - -	5	3	12
762	Ditto - - - - -	1	0	11
729	Ditto - - - - -	18	3	24
724	Ditto - - - - -	7	1	10
725	Ditto - - - - -	7	0	34
726	Ditto - - - - -	7	1	37
727	Ditto - - - - -	19	1	10
728	Ditto - - - - -	20	0	1

And all and singular other (if any) the Messuages, Tenements, Lands, and Hereditaments, whether Freehold, Leasehold, or Copyhold, or of whatsoever Tenure the same may be, and whether situate in the Counties of Somerset or Bedford aforesaid, or elsewhere in England, devised by or subject to the Trusts or Limitations contained in the herein-before recited Will or Codicils of the Right Honourable James Lord Glastonbury, deceased, in favour of the Right Honourable Thomas Grenville, for Life, with divers Remainders over, except the said Hereditaments comprised in the First and Third Schedules hereto.

R. S. Graburn.

The THIRD SCHEDULE referred to ;

COMPRISING

The LANDS bought with the PRODUCE of the SALE of the SURREY ESTATES.

Premises situate in the Parish of Butleigh in the County of Somerset.	Quality.	Quantity.		
		A.	R.	P.
Farmhouse, Offices, Outhouses, and Homestead, Buildings, &c.	- - -	1	0	4
Home Orchard	Orchard -	2	2	20
Goose Orchard	Pasture -	5	2	8
Ditto	Pasture -	7	1	0
Farm Buildings	Buildings.			
Late Slade's Orchard, and Hodges	Orchard -	1	2	3
The Twelve Acre Orchard	Pasture -	9	1	28
Hitching Crop, or Hither Crop	Arable -	6	0	36
Scotts or Little New Close	Pasture -	10	2	35
Haspy Lawn	Pasture -	9	1	36
Ditto or Old Mead	Pasture -	10	2	13

Premises situate in the Parish of Butleigh in the County of Somerset.	Quality.	Quantity.		
		A.	R.	P.
New Close - - - - -	Pasture -	13	1	6
Six Acre Common - - - - -	Meadow -	5	2	2
The Twelve Acre Common - - - - -	Meadow -	11	3	10
Two Closes of Land called White Land otherwise White Lawn.	Arable and Nursery.	8	1	27
White Field, otherwise White Land - - - - -	Pasture -	5	0	0
Dennetts or Dunhills - - - - -	Pasture -	4	1	13
Horseys - - - - -	Meadow -	2	2	27
Collin's Close - - - - -	Pasture -	3	2	1
Woodfiland, otherwise Woolfurlong - - - - -	Orchard -	3	2	11
Long Hills - - - - -	Pasture -	10	1	34
Quarry Ground - - - - -	Arable -	4	1	2
Ditto - - - - -	Rough Pasture -	7	1	28
Plantation, with Firs growing thereon - - - - -	Plantation -	1	2	13
Two Closes of Ground called Lower Down and Sour Down.	Arable -	17	1	36
Plantation with Firs growing thereon - - - - -	Plantation -	2	3	11
Worthy - - - - -	Pasture -	3	2	18
Fishwell - - - - -	Pasture -	2	2	12
Scrubbetts - - - - -	Pasture -	6	0	16
The Lower Common - - - - -	Meadow -	5	1	2

M. S. Davidson.

The FOURTH SCHEDULE referred to ;

COMPRISING

A STATEMENT of the RESIDUARY PERSONAL ESTATE of LORD GLASTONBURY, as follows :

£38,751 6 4 Reduced £3 per Cent. Annuities.

£41,992 4 11 £3 per Cent. Consolidated Bank Annuities.

£51,095 15 £3 5 per Cent. Annuities.

£927 7 10 Long Annuities.

£2,000 Bank Stock.

£7,000 on Mortgage to the Trustees as herein-before mentioned.

£54 16 0 on Mortgage.

G. Neville Grenville.

The

The FIFTH SCHEDULE referred to ;

COMPRISING

The LANDS purchased by the DEAN OF WINDSOR for the Purpose of being conveyed to the Uses of the Will, and included in the recited Contract of the 18th April 1849, and which are as follows :

Seller's Name.	No. on Map.	Premises situate in the Parishes of Butleigh and Baltonsborough in the County of Somerset.	Tenure.	Quality.	Quantity.	Annual Value.
					A. R. P.	£ s. d.
Thomas Grant -	551	Tuckrushing -	Leasehold 3,000 Years, commencing 7 Chas. II.	Arable -	0 3 27	
John Collins -	323 324 325	House and Dwelling House in Water Lane, and Three Cottages.	Leasehold 299 Years, commencing 3d and 4th Mary.	Houses, &c.		
James Ruddick	—	Land on the Waste adjoining No. 543.	Leasehold for 1,000 Years, 8th May 1832.	Plantation	0 0 40	
Elizabeth Gooden	297	Dwelling House called West Chamber.	Leasehold, 4th Elizabeth.	House.		
William Look -	399 and 340	Dwelling House called Kelways Tenement. Kingsedgmoor Common.	Leasehold 299 Years, from 19th June 1820.	House, &c.	1 3 16	
				Arable	11 0 1	
Stephen Hockey	277	Four Tenements and Two Pieces of Waste.	For 99 Years and 99 Years, commencing 11th December 1811 and 17th July 1812.	Houses, &c.		
John Eades -	333 334	Two Tenements, Orchard, and Garden.	299 Years, commencing 4th Elizabeth.	Houses, &c.		
Charles Maidment.	287	House, Garden, and Orchard.	2,000 Years, commencing 29th September 1708.	Houses, &c.	0 2 15	
William Coombs	—	Cottage and Garden -	299 Years from 25th 1786	House and Garden.		
George Baker -	579	Two Acres of Arable Land, with Cottage. Fishwell Orchard -	Leasehold 299 Years, commencing 1765, and 75 Years, commencing 1786.	House and Land.	1 3 14	
	354			Orchard -	0 2 12	
Richard Holman	386	Langley Furlong -	1,000 Years from 1797, and 477 commencing 1558.	Land, Arable.	2 2 26	
Wells Union -	297	Seven Cottages (formerly Six).	Leasehold long Terms.	Houses.		
John Tucker and Avery.	204	Park Gate - -	1,000 Years -	Orchard -	1 2 1	
	269	Clapp's Close -	Ditto -	Arable -	2 3 25	
Elizabeth Lucas and others.	112	Common in Aldermore	1,000 Years -	Pasture -	2 2 25	
	282	Chasey's Backside - }	Commencing 1797. {	Plantation	3 1 21	
	542	New Ditch - - }		-	-	1 2 28

Seller's Name.	No. on Map.	Premises situate in the Parishes of Butleigh and Baltonsborough in the County of Somerset.	Tenure.	Quality.	Quantity.	Annual Value.
					A. R. P.	£ s. d.
Robert, James, and John and Ann Down.	232	East End - - -	299 Years, began 13th November, 4th Elizabeth.	Pasture -	2 0 1	
	266	Broadmead - - -	- - -	Arable -	3 3 32	
	203	Dry Close - - -	- - -	Arable -	6 0 0	
Mines John -	-	Lands now planted -	Freehold -	Wood -	5 0 0	
John Bull Emery	264	Two Pieces of Orchard	Ditto -	Orchard -	0 3 8	
	263					
Thomas Look -	7, 8	South Moor Land, Part (5 Acres 27 Poles) in Butleigh, 5 Acres in Street.	Ditto -	Meadow -	10 0 27	
John and William Dyke.	162	Three Dwelling Houses, Gardens, and Orchard	Ditto -	Houses.		
William Dyke -	301	Dwelling House, Smith's Shop, and Cottage.	Ditto -	Houses.		
	302					
Stephen Coombs	-	Land, Beggar's Grave	- - -	Plantation.		
John Gatehouse and others.	-	Cottages and Garden, and Common, Kennard Moor (Balty).	Ditto -	Houses.		
John Dauncey and Ryall.	-	Clover Close and Windmill Hill (Balty).	Freehold -	Lands.		
Charles Strode and others.	504	Coppice - - -	Ditto -	Plantation	0 3 7	
Hannah Curtis -	252	Whitefield - - -	Ditto -	Arable -	1 1 28	
	253	Whitefield Orchard -	Ditto -	Orchard -	1 1 35	
	-	Bolster - - -	Ditto -	Wood -	2 0 0	
Hannah Curtis -	614	Dwelling House, Orchard, and Premises.	Ditto -	Orchard -	1 3 34	
	616					
George Coombs	617	Dwelling House, Nodway.	Ditto -	House.		
John Oldis -	-	Dwelling Houses at Nodway.	Ditto -	Houses.		
James Barnet -	278	Dwelling Houses -	Ditto -	Houses -	0 1 9	
William Austin	-	Orchard at Baltonsborough.	Ditto -	Orchard -	1 0 10	
Same -	-	Dwelling House, Garden, and Premises.	Ditto -	House, &c.		
Mary White and others.	-	Land at Butmoor in Barton St. David.	Ditto -	Land -	5 0 0	
Curtis Thomas	668	Banbury Furlong -	Freehold -	Pasture -	3 0 32	
John Underwood	633	Shelf Hedge - - -	Leasehold -	Pasture -	1 1 30	
	588	Quarry, Ground, Houses, &c.	Ditto -	Houses, &c.	2 3 8	
Philip Peddle -	716	The Nine Acres (Haulier's Close).	Freehold -	Wood -	9 0 18	
	717	The Fourteen Acres (Abbot's Close).	Ditto -	Wood -	14 0 20	
Hobhouse & others, or Joseph Motley }	-	Wallyeat's Bridge -	- - -	Meadow }	4 0 0	
	-	Austin's Plot, or Corps Green.	Ditto -	Arable - }	2 0 0	
John Strode	604	Long Gaston - - -	Ditto -	Pasture -	4 2 0	
Curtis.	275	Whiteland - - -	Ditto -	Arable -	0 1 24	
	587	At the Quars. (West Field).	Ditto -	Arable -	0 3 3	
M. W. Andrews	-	Dwelling House and Premises.	Leasehold -	Houses, &c.	3 10 0	

484 15 4

[Private.]

6 y

Seller's Name.	No. on Plan on Deed.	Premises situate in the Parishes of Butleigh and Compton Dundon in the County of Somerset.	Tenure.	Quality.	Quantity.	Annual Value.
Robert Penny -	1	Farmhouse, Outhouses, Barton, Garden, and Orchard.	Freehold - -	Orchard -	A. R. P. 2 2 1	£ s. d.
	2	Old Orchard -	Ditto -	Ditto -	1 3 12	
	3	Pigeon House Close -	Ditto -	Pasture -	6 3 10	
	4	Three Ashes -	Ditto -	Ditto -	7 0 0	
	5	Butts -	Ditto -	Meadow -	1 2 10	
	7	Higher Meads -	Ditto -	Ditto -	1 2 7	
	8	Middle ditto -	Ditto -	Ditto -	3 2 20	
	9	Lower ditto -	Ditto -	Ditto -	2 2 33	
	10	Allotment in Sedgmoor	Ditto -	Arable -	2 3 24	
	12	Amberland -	Ditto -	Meadow -	0 3 35	
	13	Acre near Decoy -	Ditto -	Meadow -	0 3 8	
	14	Half Acre near Decoy	Ditto -	Ditto -	0 1 37	
	15	Little Elm -	Ditto -	Ditto -	3 2 0	
	17	Coombs Hill -	Ditto -	Pasture -	10 0 20	
	25	In East Field -	Ditto -	Ditto -	13 2 2	
	26	In ditto -	Ditto -	Ditto -	13 0 32	
	28	In ditto -	Ditto -	Ditto -	6 1 34	
	29	In Middle Hill -	Ditto -	Ditto -	10 2 24	
	30	West Hill -	Ditto -	Ditto -	10 0 23	
	31	In West Field -	Ditto -	Arable -	13 3 31	
	6	New Close -	Leasehold -	Arable -	3 1 7	
	10 a	Sedgmoor -	Ditto -	Ditto -	2 3 15	
	11	Cross -	Ditto -	Ditto -	2 2 23	
	16	Ashmead -	Ditto -	Ditto -	4 3 1	
	23	In North Hill -	Ditto -	Pasture -	5 0 34	
	24	Ditto -	Ditto -	Pasture -	7 2 5	
	27	Withey's Piece -	Ditto -	Arable -	3 3 22	
	32	New Close or Chapple Hill.	Ditto -	Ditto -	1 2 28	
	33	Allen's Piece -	Ditto -	Ditto -	0 0 20	
	18	Butleigh Hills -	Freehold -	Pasture -	3 3 27	
	19	Ditto -	Ditto -	Ditto -	6 1 0	
	20	Coppice -	Ditto -	Plantation	9 2 0	
	21	Butleigh Hills -	Ditto -	Pasture -	6 0 3	
21 a	James's Close -	Ditto -	Pasture -	6 1 10		
22	Butleigh Hills -	Ditto -	Pasture -	10 2 3		
					188 3 1	155 10 0
Seller's Name.	No. on the Glastonbury Map.	Premises situate in the Parish of Glastonbury in the County of Somerset.	Tenure.	Quality.	Quantity.	Annual Value.
William Porch -	2195	Garden -	Freehold -	Garden -	A. R. P. 0 0 37	£ s. d.
	2114	House and Barton -	Ditto -	-	0 2 5	
	2310	Seven Acres -	Ditto -	Pasture -	6 2 24	
	2107	Fourteen Acres -	Ditto -	-	10 2 4	
	2108	Sixteen Acres -	Ditto -	-	13 1 18	
	2116	Home Field -	Ditto -	-	13 2 27	
	2117	Twelve Acres -	Ditto -	-	10 2 39	
	2113	Orchard -	Ditto -	Orchard -	1 1 29	
	2114	Ditto -	Ditto -	-	0 0 30	
	2115	Ditto -	Ditto -	-	0 2 4	
						70 0 0

Seller's Name.	No. on Map.	Premises situate in the Parish of Butleigh, Somersét.	Tenure.	Quality.	Quantity.			Annual Value.		
					A.	R.	P.	£	s.	d.
Trustees of James Roche, deceased.	396	Wood Ground	Freehold	Pasture	3	2	34			
	363	House and Farm	Ditto	-	1	0	0			
	377	Gardeners Close	Ditto	Ditto	1	2	37			
	360	Home Ground	Ditto	Pasture	5	1	30			
	362	Orchard	Ditto	Orchard	1	0	35			
	290	Coomb's Orchard	Ditto	Ditto	2	3	29			
	110	River Common	Ditto	Meadow	8	1	14			
	113	Common	Ditto	Ditto	8	0	23			
	605	Long Gaston	Ditto	Arable	7	3	37			
	687	Lower Clay Hills	Ditto	Ditto	4	2	32			
	686	Ditto	Ditto	Ditto	5	0	28			
	679	Heale	Ditto	Pasture	5	3	30			
	543	Wickham's Plantation.	Ditto	Plantation	3	2	38			
	584	Wickham's Cross	Ditto	Arable	8	2	5			
	545	Wickham's Cross	Ditto	Ditto	3	2	24			
394	Catwell or Wood Ground.	Ditto	Pasture	0	2	16				
		In the Parish of Baltonsborough in the County of Somerset.								
		Five Fields and an Orchard.	Freehold	Meadow and Orchard.	36	0	0	98	18	0
								215	10	0

The Timber in the above is not worth more than £1,000.

R. S. Graburn.

The SIXTH SCHEDULE;

COMPRISING

The LANDS contracted to be bought of RICHARD HOLMAN for the Purpose of being conveyed to the Uses of the Will, and included in the recited Contract of the 19th April 1849, and which are as follows; viz.

Seller's Name.	No. on Map.	Premises in the Parish of Butleigh in the County of Somerset.	Tenure.	Quality.	Quantity.			Annual Value.		
					A.	R.	P.	£	s.	d.
Richard Holman	293	House, Garden, and Offices.	Freehold	-				2	2	19
	294	Little Orchard	Ditto	Orchard	1	3	5			
	332	Clover Close	Ditto	Pasture	2	0	12			
	296	Hodge's Orchard	Leasehold	Orchard	1	0	36			
	194	Town Orchard	Freehold	Ditto	1	2	17			
	336	Ayres's Ground	Ditto	Pasture	5	1	20			
	348	Fishwell	Ditto	Arable	8	2	12			

Seller's Name.	No. on Map.	Premises in the Parish of Butleigh in the County of Somerset.	Tenure.	Quality.	Quantity.			Annual Value.			
					A.	R.	P.	£	s.	d.	
Richard Holman	355	Little Fishwell	- Leasehold	- Arable	2	2	20				
	555	Wood Grounds	- Part Freehold and Part Leasehold.	- Pasture	19	2	8				
	559	Tuckrushing	- Ditto	- Ditto	8	3	6				
	549	Bolster	- Leasehold	- Arable	2	2	14				
	550	Ditto	- Ditto	- Ditto	2	2	13				
	592	Beanslades	- Freehold	- Pasture	2	2	33				
	578	Sour Down	- Ditto	- Arable	5	1	29				
	677	Boxhanger	- -	- -	- Arable	7	3	10			
	673	Clayhill	- Freehold	- Ditto	8	0	15				
	672	Windmill Toot	- Ditto	- Ditto	6	1	16				
	676	Eleven Acres	- Ditto	- Ditto	10	1	5				
	675	Ten Acres	- Ditto	- Ditto	8	1	13				
	674	Gully Close	- Ditto	- Ditto	1	1	23				
	678	Heale, late Cooke's	- Ditto	- Ditto	2	2	15				
	262	Five Acres Whethill	- Ditto	- Ditto	4	3	4				
	275	Whiteland	- Partly Leasehold	- Ditto	1	1	22				
	248	Two Acres Orchard	- Freehold and Leasehold.	- Ditto	1	2	2				
	246	Henley	- Freehold	- Ditto	7	1	34				
	309	Castles Orchard	- Leasehold	- Orchard	0	1	36				
	310	Two Tenements	- Ditto	- -	0	0	39				
	96	Prat's Common	- Part Freehold and Part Leasehold.	- Pasture	8	0	6				
	113	Common	- Freehold	- Ditto	8	0	23				
	117	Single Common	- Ditto	- Ditto	2	2	33				
	104	Common	- Part Freehold and Part Leasehold.	- Ditto	2	2	30				
	213	Dunhill	- Freehold	- Ditto	1	3	0				
	227	East End	- Ditto	- Arable	4	0	34				
	398	Wood	- Part Freehold and Part Leasehold.	- Wood	3	1	0				
540a	Ditto	- Freehold	- Ditto	5	1	11					
540c	Ditto	- Ditto	- Ditto	2	2	10					
								367	0	0	
The Timber in the above is not worth more than £600.											

R. S. Graburn.