



ANNO DECIMO QUARTO & DECIMO QUINTO

VICTORIÆ REGINÆ.

Cap. 11.

An Act authorizing the Application of Part of the Trust Funds subject to the Trusts of the Will and Codicils of the late Sir *Timothy Shelley* to certain lasting Improvements upon Estates bought under the Trusts of such Will and Codicils. [1st August 1851.]

WHEREAS by an Order of the High Court of Chancery, made in a Cause in which *John Shelley* and *Edward Shelley* are Plaintiffs, and *Robert Shelley*, *John Gregson*, *Dewdney Stedman*, *Charles Shelley*, *George Ernest Shelley*, *Sir Percy Florence Shelley*, *Hellen Shelley*, and *Margaret Shelley* are Defendants, and bearing Date the Seventh Day of *June* One thousand eight hundred and fifty-one, it was referred to Master *Farrer*, to whom certain References in the Causes of *Sidney* versus *Miller* and *Du Cane* versus *Shelley*, and in the said Cause of *Shelley* versus *Shelley*, had been made respecting certain Estates called the *Avington* Estate and *White's Farm*, to inquire and state to the Court whether it would be fit and proper, and for the Benefit of the Parties interested, or who might become interested in the Estates subject to the Uses of the

Order of Reference as to an Application to Parliament, dated 7th June 1851.

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Settlement

Shelley's Estate.

Master's Report, dated
5th July
1851.

Settlement made pursuant to the Will of Sir *Timothy Shelley* Baronet, deceased, that an Act of Parliament should be applied for to enable a Part of the Trust Funds subject to be laid out in the Purchase of Lands to be settled to the Uses of the same Settlement, and to what Amount, to be applied in doing and making any lasting Repairs or Improvements in or upon the said *Avington* Estate and *White's Farm*, or any Part or Parts of the same respectively, and if so it was ordered that the said Master should consider in what Manner the Costs of applying for such Act should be borne; and in case the said Master should be of opinion that it would be fit and proper, and for the Benefit of the Parties interested or to become interested as aforesaid, to apply for such Act of Parliament, it was ordered that the said Master should settle and approve of a Draft Bill for that Purpose, and the said Master was to be at liberty to state any Circumstances specially relating to the Matters aforesaid as he should think fit: And whereas the said Master, in pursuance of the said last-mentioned Order, made his Report bearing Date the Fifth Day of *July* One thousand eight hundred and fifty-one, and thereby found that Sir *Timothy Shelley*, late of *Field Place* in the County of *Sussex*, Baronet, duly made and published his last Will and Testament in Writing, bearing Date the Twenty-sixth Day of *April* One thousand eight hundred and thirty-four, and thereby devised certain Messuages, Farms, Lands, and Hereditaments in the County of *Sussex* of which he was seised in Fee Simple to his Wife Dame *Elizabeth Shelley* for her Life, and from and after her Decease unto and to the Use of *Robert Shelley* and *John Gregson* and their Heirs, upon trust that they or the Survivor of them, or the Heirs or Assigns of such Survivor, should, by such Deeds and Assurances in the Law and in such Manner as Counsel should advise, convey, settle, and assure all and singular the said Hereditaments and Premises so and in such Manner as that the same should, as near as the Rules of Law and Equity would admit, go and remain to the Use of the Testator's Son the said *John Shelley* and his Assigns for and during the Term of his natural Life, without Power to commit Waste, with Remainder after the Decease of the said *John Shelley* to the Use of his (the Testator's) Grandson *Edward Shelley* (the only Son then born of the said *John Shelley*) and his Assigns for and during the Term of his natural Life, without Power to commit Waste, with Remainder to the Use of the first and every other Son of the said *Edward Shelley* successively in Tail Male, with Remainder to the Use of the second and every other Son of the said *John Shelley* who should be born during the said Testator's Life, successively for Life, with Remainder after the Decease and respective Deceases of such second and other Sons of the said *John Shelley* born during the said Testator's Life to the Use of the first and other Sons of their respective
Bodies

Shelley's Estate.

Bodies successively in Tail Male, and for Want of such Issue to the Use of the Son or Sons of the said *John Shelley* born after the said Testator's Decease, successively in Tail Male, and for Want of such Issue to the Use of the said Testator's Grandson *Sir Percy Florence Shelley* (Son of the Testator's late Son *Percy Bysshe Shelley*) for Life, without Power to commit Waste, with Remainder to the Use of the first and other Sons of the said *Sir Percy Florence Shelley* successively in Tail Male, with Remainder to the Use of the Testator's Two Daughters *Hellen Shelley* and *Margaret Shelley*, equally to be divided between them as Tenants in Common in Tail, with Cross Remainders between them in Tail in case of the Decease and Failure of Issue of either of them, and for Want of such Issue to the Use of the said Testator's own right Heirs for ever; and as to, for, and concerning a certain Sum of Thirty thousand Pounds Three Pounds *per Centum* Consolidated Annuities, and certain other Bank Annuities thereby bequeathed to the said *Robert Shelley*, *John Gregson*, and *Dewdney Stedman*, the said Testator declared that the Trustees thereof should stand possessed of the same upon trust to pay the Interest and Dividends of the same Stocks, Funds, and Securities to his Wife Dame *Elizabeth Shelley* during her Life, and after her Decease upon trust to sell and convert the same into Money, and to lay out and invest the Monies thence arising in the Purchase of Freehold Lands and Hereditaments of Inheritance in Fee Simple, either with or without Copyhold or Customary Lands convenient to be held therewith, to be situate in the Counties of *Sussex*, *Hants*, or *Surrey*, or some or One of them, and to convey, settle, and assure the Lands and Hereditaments so to be purchased to, for, and upon such and the same Uses, Trusts, Intents, and Purposes, and with, under, and subject to the same Powers, Provisoos, Agreements, and Declarations, as were therein-before directed to be limited and declared of and concerning the Hereditaments therein-before devised in trust as aforesaid, or as near thereto as the Rules of Law and Equity and the Deaths of Parties and other intervening Circumstances would permit; and the said Testator directed that until the said Bank Annuities should be so laid out as aforesaid the Dividends and other annual Produce thereof should be applied in the same Manner as the Rents and Profits of the said Estates so to be purchased as aforesaid would for the Time being be applicable to in case such Purchases and Settlements were actually made; and the said Master found that the said *Sir Timothy Shelley* duly made and published a Codicil to his said Will, which Codicil bears Date the Second Day of *May* One thousand eight hundred and thirty-four, and thereby, after reciting to the Effect that under and by virtue of the Will of his late Father *Sir Bysshe Shelley* Baronet, and a Codicil thereto, and an Indenture of Release of the Twenty-second Day of *June* One thousand eight hundred

Shelley's Estate.

hundred and sixteen, the Manor of *Woolborough*, and divers Messuages, Lands, and Hereditaments in the same Indenture mentioned, were conveyed, settled, and assured and then stood limited to the Use of him the said Sir *Timothy Shelley* for his Life, with Remainder after the said Sir *Timothy Shelley's* Decease to the Use of his only surviving Son the said *John Shelley* for his Life, with Remainder after the Decease of the said *John Shelley* to the Use of the first and other Sons of the Body of the said *John Shelley* lawfully begotten in Tail Male; with divers Remainders over, he the said Testator Sir *Timothy Shelley* declared that in the Settlement directed by his said Will there should be contained a Proviso for the Resettlement by the said *Edward Shelley*, as Tenant in Tail, with the Concurrence of the said *John Shelley*, of the Estates comprised in the said Settlement of the Twenty-second Day of *June* One thousand eight hundred and sixteen, so and in such Manner as that the same Estates might go and be subject to the same Uses as were in and by the said Will of the said Testator Sir *Timothy Shelley* directed to be declared of and concerning his Estates thereby devised; and the said Master found that the said Testator Sir *Timothy Shelley* duly made and published another Codicil to his said Will, which Codicil bears Date the Ninth Day of *September* One thousand eight hundred and thirty-six, and thereby gave and bequeathed to the said *Robert Shelley*, *John Gregson*, and *Dewdney Stedman* the Sum of Twenty thousand Pounds Three Pounds *per Centum* Consolidated Bank Annuities, in addition to the Sum of Thirty thousand Pounds like Annuities mentioned in his Will, upon the same Trusts as were therein and in the said Codicil of the Second Day of *May* One thousand eight hundred and thirty-four declared with respect to such Legacy of Thirty thousand Pounds, as fully to all Intents and Purposes as if the same Trusts so referred to were there again repeated and set forth; and the said Master found that the said Testator departed this Life on or about the Twenty-fourth Day of *April* One thousand eight hundred and forty-four, without altering or revoking his said Will, except so far as the same was altered or revoked by the said Codicils, and without altering or revoking his said Codicils, and the said Will and Codicils were duly proved by the said Dame *Elizabeth Shelley* in the Prerogative Court of the Archbishop of *Canterbury* on the Seventeenth Day of *May* One thousand eight hundred and forty-four; and he found that the said Dame *Elizabeth Shelley*, the Widow of the said Sir *Timothy Shelley*, died on the Twenty-first Day of *August* One thousand eight hundred and forty-six; and he found that by the Decree made on the Hearing of the said Cause of *Shelley* versus *Shelley* by his Honour Vice Chancellor *Wigram* on the Thirty-first Day of *July* One thousand eight hundred and forty-seven the Court did declare that the said Will and Codicils of the said Testator Sir *Timothy Shelley*

Shelley's Estate.

Shelley ought to be established, and the Trusts thereof performed and carried into execution, and did order and decree the same accordingly, and it was ordered that it should be referred to the Master of the Court in Rotation to approve of a proper Deed for the Settlement of the Estates by the said Will and Codicils devised and directed to be settled, and that such Settlement should be executed by all necessary and proper Parties as the said Master should direct, and it was ordered that the said *Robert Shelley*, *John Gregson*, and *Dewdney Stedman* should transfer into the Name and with the Privity of the Accountant General of the Court, in trust in the said Cause of *Shelley* versus *Shelley*, Two thousand and seventy-three Pounds Six Shillings Bank Three Pounds *per Centum* Reduced Annuities, and Seventy-nine thousand two hundred and fifty-four Pounds Three Shillings and Twopence Bank Three Pounds *per Centum* Annuities, by their respective Answers admitted to be standing in their joint Names in the Books of the Governor and Company of the Bank of *England*, upon the Trusts of the Will and Codicils of the said Testator, and it was ordered that the Interest and Dividends to accrue due on the Residue of the Seventy-nine thousand two hundred and fifty-four Pounds Three Shillings and Twopence Bank Three Pounds *per Centum* Annuities which should remain after such Sale for Costs as therein directed, and on the said Two thousand and seventy-three Pounds Six Shillings Reduced Annuities, when so transferred as aforesaid, should be from Time to Time paid to the said *John Shelley* during his Life, or until the further Order of the Court, and it was ordered that the Interest from Time to Time to accrue on the Mortgage for Eleven thousand three hundred Pounds in the Pleadings of the same Cause mentioned should be paid to the said *John Shelley* during his Life, or until the further Order of the said Court; and he found that in pursuance of the said Decree the said *Robert Shelley*, *John Gregson*, and *Dewdney Stedman* transferred into the Name of the said Accountant General, in trust in the said Cause of *Shelley* versus *Shelley*, the said Sums of Two thousand and seventy-three Pounds Six Shillings Three Pounds *per Centum* Reduced Annuities, and Seventy-nine thousand two hundred and fifty-four Pounds Three Shillings and Twopence Bank Three Pounds *per Centum* Annuities; and he found that the said *Robert Shelley* departed this Life on the Thirty-first Day of *March* One thousand eight hundred and forty-nine; and the said Master found that by an Indenture of Settlement bearing Date the Seventh Day of *July* One thousand eight hundred and forty-nine, made between the said *John Gregson* of the First Part, the said *John Shelley* of the Second Part, and *John Ball* of the Third Part, (settled and approved by Sir *William Horne*, the Master in Rotation to whom the said Decree was referred,) it was witnessed that, in pursuance and performance of the

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Trusts

Shelley's Estate.

Trusts and Directions contained in the said Will and Codicils of the said Testator Sir *Timothy Shelley*, and in obedience to the Directions of the same Decree, the said *John Gregson* did grant unto the said *John Ball* and his Heirs the Messuages, Lands, Tenements, and Hereditaments which by or under the said Will and Codicils of the said Sir *Timothy Shelley* or any of them were devised to or became vested in the said *Robert Shelley* and *John Gregson* in trust to settle as aforesaid, with their Rights, Members, and Appurtenances, to hold the same unto the said *John Ball* and his Heirs, to the Use of the said *John Shelley* for his Life, without Power to commit Waste, with Remainder after the Decease of the said *John Shelley* to the Use of the said *Edward Shelley* for his Life, without Power to commit Waste, with Remainder after the Decease of the said *Edward Shelley* to the Use of the First and other Sons of the said *Edward Shelley* successively in Tail Male, with Remainder to the Use of the said *Charles Shelley*, the Second Son of the said *John Shelley*, and who was born during the Life of the said Sir *Timothy Shelley*, for his Life, without Power to commit Waste, with Remainder after the Decease of the said *Charles Shelley* to the Use of the First and other Sons of the said *Charles Shelley* successively in Tail Male, with Remainder to the Use of the said *George Ernest Shelley*, the Third Son of the said *John Shelley*, and who was also born during the Life of the said Sir *Timothy Shelley*, for his Life, without Power to commit Waste, with Remainder after the Decease of the said *George Ernest Shelley* to the first and other Sons of the said *George Ernest Shelley* successively in Tail Male, with Remainder to the Use of the Fourth and every other subsequently-born Son of the said *John Shelley* successively in Tail Male, with Remainder to the Use of the said Sir *Percy Florence Shelley* for his Life, without Power to commit Waste, with Remainder to the Use of the First and other Sons of the said Sir *Percy Florence Shelley* successively in Tail Male, with Remainder to the Use of the said *Hellen Shelley* and *Margaret Shelley*, as Tenants in Common in Tail, with Cross Remainders between them in Tail, with Remainder to the Use of the said Sir *Percy Florence Shelley*, his Heirs and Assigns for ever, and in the said Settlement are contained the several Powers, Provisoos, and Declarations by the said Will and Codicils of the said Sir *Timothy Shelley* directed to be inserted in the said Settlement; and the said Master found that the said *Edward Shelley* attained the Age of Twenty-one Years on the Tenth Day of *December* One thousand eight hundred and forty-eight; and he found that by an Indenture bearing Date the Tenth Day of *July* One thousand eight hundred and forty-nine, and made between the said *John Shelley* of the First Part, the said *Edward Shelley* of the Second Part, the said *John Gregson* of the Third Part, and the said *John Ball* of the Fourth Part, (after reciting an Indenture or Deed of Disposition dated

Shelley's Estate.

dated the Eighth Day of the same Month of *July*, made between the said *Edward Shelley* of the First Part, the said *John Shelley* of the Second Part, and the said *John Ball* of the Third Part, (duly enrolled in the High Court of Chancery, pursuant to the Act for the Abolition of Fines and Recoveries, and the Substitution of more simple Modes of Assurance,) whereby the said *Edward Shelley*, with the Consent of the said *John Shelley* as Protector of the Settlement or Settlements, did grant and assign unto the said *John Ball* and his Heirs all that the said Manor of *Woolborough* and all other the Hereditaments and Premises comprised in the said Indenture of the Twenty-second Day of *June* One thousand eight hundred and sixteen, in the said Testator's said First Codicil mentioned, and all and singular the Messuages or Tenements, Hereditaments and Premises subsequently purchased and settled to the Uses of that Indenture, and the Sums of Fifty-five thousand five hundred and sixty-one Pounds Three Shillings Three Pounds *per Centum* Consolidated Annuities, and Twenty-five thousand nine hundred and forty-three Pounds Five Shillings and Elevenpence Reduced Annuities, then respectively standing in the Name of the Accountant General, in trust in the Cause of *Sidney versus Miller*, and other the Trust Monies then still remaining to be laid out in the Purchase of Lands to be settled to the Uses of the same Indenture, to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Agreements, and Declarations, as the said *John Shelley* and *Edward Shelley* should by any Deed or Deeds, with or without Power of Revocation and new Appointment, from Time to Time direct, limit, or appoint,) the said *John Shelley* and *Edward Shelley* did, by the said Indenture of the Tenth Day of *July* One thousand eight hundred and forty-nine, in compliance with the Provision for Resettlement contained in the said First Codicil to the Will of the said Sir *Timothy Shelley*, grant, appoint, convey, and assign all that the said Manor of *Woolborough*, and all and singular other the Hereditaments comprised in the said Indenture of the Eighth Day of *July* One thousand eight hundred and forty-nine, and all and singular the Hereditaments to be purchased with the Trust Funds also comprised in the last-mentioned Indenture, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations to, upon, for, with, under, and subject to which the Hereditaments comprised in the said Indenture of the Seventh Day of *July* One thousand eight hundred and forty-nine had been limited, settled, and assured by the last-mentioned Indenture; and the said Master found that by Articles of Agreement bearing Date the Tenth Day of *November* One thousand eight hundred and forty-eight, made between the Right Honourable *Chandos Lord Leigh*, Baron *Leigh* of *Stoneleigh* in the County of *Warwick*, therein-after referred to as the
Vendor,

Shelley's Estate.

Vendor, of the First Part, the Most Noble *Richard Plantagenet* Duke of *Buckingham* and *Chandos* of the Second Part, *Grenville Pigot*, *George Parrott*, and *Thomas Tindal*, Esquires, respectively therein described, of the Third Part, and the said *John Shelley* (therein-after referred to as the Purchaser) of the Fourth Part, it was mutually agreed between the Parties thereto (among other things) that the said Vendor, at the Request and with the Consent of the said Duke (Party thereto), thereby agreed to sell to the said Purchaser, who on his Part thereby agreed to purchase accordingly, the several Manors or reputed Manors, Capital Messuage or Mansion House, Park, and Freehold and Leasehold Farms, Lands, Rents, and other Hereditaments situate and being or arising in or near to the several Parishes of *Avington*, *Easton*, *Itchin Stoke*, and *Itchen Abbas*, all in the County of *Southampton*, comprised or particularly mentioned or referred to in the Schedule thereunder written, (the same Manors and other Hereditaments forming together the *Avington* Estate,) exclusive of the Timber and other Trees upon the Lands, Freehold of Inheritance, and free from Incumbrances (except as in the same Schedule mentioned), at the Price of One hundred and twelve thousand Pounds Sterling, and the Timber, Timber-like Trees, Sapplings, Tellers, and Pollards upon the Lands, Freehold of Inheritance, for such additional Sum of Money as the same should be valued at as therein mentioned, and it was agreed that for all Purposes of regulating the Funds out of which the said Purchase Money was to be paid (but not so as to affect the Vendor) the said Purchase Money or Sum of One hundred and twelve thousand Pounds should be apportioned as follows, *videlicet*, the Sum of One hundred and four thousand Pounds, Part of the said total Purchase Money, was to be considered as the Price of the Hereditaments which were Freehold of Inheritance, the Sum of Seven thousand five hundred Pounds, other Part thereof, the Price of the Hereditaments which were Leasehold for Lives and for Years, the Sum of Five hundred Pounds, Residue thereof, as the Price of such of certain Articles comprised in a Schedule A. to the same Agreement annexed as would not pass with the Freehold as Fixtures; and the said Master found that by an Order of the High Court of Chancery dated the Fifteenth Day of *June* One thousand eight hundred and forty-eight, made in the said Cause of *Shelley* versus *Shelley*, and in the Causes of *Sidney* versus *Miller* and *Du Cane* versus *Shelley*, it was ordered that it should be referred to the said Master to whom the said Causes of *Sidney* versus *Miller* and *Du Cane* versus *Shelley* stood referred to inquire and state to the Court whether it would be fit and proper and for the Benefit of the several Parties interested under the Wills and Codicils of Sir *Bysse Shelley* and Sir *Timothy Shelley* respectively that the Estate called the *Avington* Estate (except such Part thereof as consisted of Leasehold Property held

Shelley's Estate.

held either for Lives or Years) should be purchased with and out of the Monies by the said Wills and Codicils respectively directed to be laid out in the Purchase of Lands, and at what Price and under and subject to what Stipulations and Conditions the Purchase should be made, and if the said Master should be of opinion that the said Estate (except as aforesaid) was a fit and proper Estate to be so purchased, then it was ordered that he should inquire and state to the Court whether a good Title could be made thereto; and the said Master found that he made his Report bearing Date the Thirtieth Day of *July* One thousand eight hundred and forty-nine, wherein he certified that it would be fit and proper and for the Benefit of the several Parties interested under the Wills and Codicils of the said Sir *Bysshe Shelley* and Sir *Timothy Shelley* respectively that the Estate called the *Avington* Estate (excepting such Part as consisted of Leasehold Property held either for Lives or Years) should be purchased with and out of the Monies by the said Wills and Codicils respectively directed to be laid out in the Purchase of Lands under and subject to the Stipulations and Conditions contained in the therein and herein-before mentioned Articles of Agreement of the Tenth Day of *November* One thousand eight hundred and forty-eight, at the Price for the Freehold Part of the said Estate and the Timber and Fixtures thereon of One hundred and nineteen thousand Pounds, the same to be paid out of the aforesaid Sums of Fifty-five thousand five hundred and sixty-one Pounds Three Shillings Bank Three Pounds *per Centum* Reduced Annuities, and Twenty-five thousand nine hundred and forty-three Pounds Five Shillings and Elevenpence Bank Three Pounds *per Centum* Reduced Annuities, and Seventy-nine thousand two hundred and fifty-four Pounds Three Shillings, and Twopence Bank Three Pounds *per Centum* Annuities, and Two thousand and seventy-three Pounds Six Shillings Reduced Annuities, which in the Events that had happened constituted One Fund applicable thereto, and whercin he found that a good Title could be made to the Freehold Parts of the said Estate, and that by an Order dated the Second Day of *August* One thousand eight hundred and forty-nine, made in the said Causes, it was (amongst other things) ordered, that his Report dated the Thirtieth Day of *July* One thousand eight hundred and forty-nine should be confirmed, and it was ordered that the said Estate called the *Avington* Estate, with the Timber thereon, excepting such Parts of the said Estate as consisted of Leaseholds for Lives or for Years, should be purchased with and out of the Monies subject to the Trusts of the Settlements made pursuant to the Will and Codicils of the Testator Sir *Timothy Shelley* Baronet, as in the said Report mentioned, for the Sum of One hundred and nineteen thousand Pounds, and it was ordered that the said Fifty-five thousand five hundred and sixty-one Pounds Three Shillings Bank Three Pounds *per Centum* Annuities, and Twenty-five thousand nine hundred and forty-three

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Pounds

Shelley's Estate.

Pounds Five Shillings and Elevenpence Reduced Annuities, respectively standing in the Name of the Accountant General, in trust in the said Cause of *Sidney versus Miller*, "The Account of Sir *Timothy Shelley's* Moiety of the Testator's Estate," should be sold, with the Privity of the Accountant General, and, notwithstanding the Decree made in the said Cause of *Shelley versus Shelley*, dated the Thirty-first Day of *July* One thousand eight hundred and forty-seven, it was ordered that so much of the Seventy-nine thousand two hundred and fifty-four Pounds Three Shillings and Twopence Bank Three Pounds *per Centum* Annuities, standing in the Name of the said Accountant General, in trust in the said Cause of *Shelley versus Shelley*, as with the Monies to arise from the Sale of the said Fifty-five thousand five hundred and sixty-one Pounds Three Shillings Bank Three Pounds *per Centum* Annuities, and Twenty-five thousand nine hundred and forty-three Pounds Five Shillings and Elevenpence Reduced Annuities, would be sufficient to raise the Sum of One hundred and nineteen thousand Pounds, and also the Sum of One thousand Pounds, the Amount of the *ad valorem* Stamp Duty which would be payable on the Conveyance therein-after directed, making together the Sum of One hundred and twenty thousand Pounds, should be sold, with the Privity of the said Accountant General, and it was ordered that the said Master should settle and approve of a proper Conveyance of the said *Avington* Estate (excepting such Parts thereof as consisted of Leaseholds for Lives or for Years), and upon the due Execution being certified by the said Master of such Conveyance by all proper Parties as the said Master should direct, it was ordered that the said One hundred and nineteen thousand Pounds be paid to the Right Honourable *Chandos* Lord *Leigh*, in the said Master's Report named, and the Sum of One thousand Pounds in satisfaction of the said *ad valorem* Stamp Duty, and it was ordered that the Two thousand and seventy-three Pounds Six Shillings Reduced Annuities standing in the Name of the Accountant General, in trust in the Cause of *Shelley versus Shelley*, notwithstanding the said Decree in *Shelley versus Shelley*, and so much of the said Seventy-nine thousand two hundred and fifty-four Pounds Three Shillings and Twopence Bank Three Pounds *per Centum* Annuities as should remain after the Sale thereof, therein-before directed, (the Amount thereof to be verified by Affidavit,) be respectively carried over in the Name and with the Privity of the said Accountant General, in trust in the said Cause of *Shelley versus Shelley*, to an Account to be entitled "The Account of the Settlements pursuant to Sir *Timothy Shelley's* Will," and it was ordered that the Dividends to arise on the Bank Three Pounds *per Centum* Annuities so to be carried over as aforesaid, and on the Residue of the Reduced Annuities which should remain after the Sale thereof therein-before directed, and any Interest and Dividends which might accrue on the whole of the said Bank Annuities or

Shelley's Estate.

Reduced Annuities in the meantime and until such Sale or Sales respectively, be paid to the said *John Shelley*, until the further Order of the Court, and it was ordered that it be referred to the said Master to inquire and state to the Court whether it would be fit and proper and for the Benefit of the several Persons interested under the Will and Codicils of the said Testator Sir *Timothy Shelley* that the said Leaseholds for Lives and for Years in the said Master's Report mentioned, or any and which of them, should be purchased with and out of the residuary Personal Estate of the said Testator, to be considered and holden as or in the Nature of Personal Estate, upon the Trusts by the said Testator's Will and Codicils declared concerning his residuary Personal Estate, and at what Price or Prices, and under any and what Provisions for restoring to the said residuary Personal Estate, the Amount to be laid out in any such Purchases or Purchase; and the said Master found that by an Indenture bearing Date the Sixth Day of *August* One thousand eight hundred and forty-nine (settled and approved by the said Master in pursuance of the said Order of the Second Day of *August* One thousand eight hundred and forty-nine), made between the said *Chandos* Lord *Leigh* of the First Part, the said *Richard Plantagenet* Duke of *Buckingham* and *Chandos* of the Second Part, and the said *John Shelley* of the Third Part, in pursuance of and obedience to the said Order of the Second Day of *August* One thousand eight hundred and forty-nine, and in consideration of the said Purchase Money or Sum of One hundred and nineteen thousand Pounds, the Manor or Lordship, and Capital Messuage, Farm, and Demesne of *Avington* otherwise *Avinton* in the County of *Southampton*, and all and singular the Gardens, Pleasure Grounds, and Park, Rights, Royalties, Members, and Appurtenances thereto belonging, and also all that the Manor or Lordship or reputed Manor or Lordship of *Itchen Abbas* otherwise *Abbas Itchen* in the said County of *Southampton*, with the Rights, Royalties, Members, and Appurtenances thereto belonging, with the several Chief Rents or Quit Rents and other Rents therefrom arising, as in the said Indenture mentioned, and the several Farms, Lands, and Hereditaments therein-after particularly described, forming together the said Estate called the *Avington* Estate (except the Leasehold Parts thereof), were appointed and conveyed to the Uses, and upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations to, upon, for, with, under, and subject to which the Hereditaments comprised in the herein-before recited Indenture of the Seventh Day of *July* One thousand eight hundred and forty-nine had been limited, settled, and assured by the same Indenture; and he found that by an Order of the High Court of Chancery dated the Second Day of *March* One thousand eight hundred and fifty it was ordered that it be referred

Shelley's Estate.

referred to him to inquire and state to the Court whether it would be fit and proper and for the Benefit of the several Parties interested under the Will and Codicils of the said Testator Sir *Timothy Shelley*, and the Settlements made pursuant thereto, that the Estate called *White's Farm* in the Parish of *Easton* should be purchased with and out of the Monies subject to the Trusts of the same Will and Codicils and Settlements, and if the said Master should find that the said Estate was a proper Purchase for the Purpose aforesaid, he was to inquire and state whether a good Title could be made thereto; and the said Master found that by his Report dated the First Day of *June* One thousand eight hundred and fifty he found that it would be fit and proper and for the Benefit of the several Persons interested under the Will and Codicils of the said Testator Sir *Timothy Shelley*, and the Settlements made pursuant thereto, that the said Estate called *White's Farm* should be purchased with and out of the Monies remaining subject to the same Will, Codicils, and Settlements, at the Price of Seven thousand one hundred Pounds; and the said Master found that a good Title could be made to the said Estate; and he found that by an Order of the said Court dated the Tenth Day of *June* One thousand eight hundred and fifty it was ordered that his said Report of the First Day of *June* One thousand eight hundred and fifty should be confirmed, and it was ordered that it should be referred to him to approve of a proper Conveyance of the Estate in the said Report mentioned, and it was ordered that the Two thousand and seventy-three Pounds Six Shillings Reduced Annuities standing in the Name of the said Accountant General, in trust in the Cause, "The Account of the Settlements pursuant to Sir *Timothy Shelley's* Will," and so much of the Thirty thousand nine hundred and twenty-seven Pounds Nine Shillings and Ninepence Bank Three Pounds *per Centum* Annuities standing in the Name of the Accountant General, in trust in the said Cause, "The like Account," as would raise the Sum of Seven thousand one hundred Pounds, be sold, with the Privity of the said Accountant General, and upon the due Execution of such Conveyance by all proper Parties as the said Master should direct being certified by the said Master, it was ordered that the Money to arise by the said Sales should be paid to such Person or Persons as the said Master should direct; and the said Master found that by an Indenture dated the Twenty-ninth Day of *March* One thousand eight hundred and fifty-one (settled and approved by the said Master in pursuance of the said Order of the Tenth Day of *June* One thousand eight hundred and fifty), made between *Mary Ann Goodridge* Widow of the First Part, *Edward Mullins* of the Second Part, *Fanny Young*, *Abraham Davies*, *Benjamin Forder* and *Sarah* his Wife, *Elizabeth Complin*, and *Sydney Smith* and *Judith* his Wife, of the Third Part, and the
said

Shelley's Estate.

said *John Shelley* of the Fourth Part, in pursuance of and obedience to the said Order of the Tenth Day of *June* One thousand eight hundred and fifty, and in consideration of the Sum of Seven thousand one hundred Pounds, the Messuage or Tenement and several Pieces or Parcels of Land and Hereditaments situate in the Parish of *Easton* in the County of *Southampton*, with their Rights, Members, and Appurtenances, forming together the said Estate called *White's Farm*, were granted and released unto the said *John Shelley*, his Heirs and Assigns, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations to, upon, for, with, under, and subject to which the Hereditaments comprised in the herein-before stated Indenture of the Seventh Day of *July* One thousand eight hundred and forty-nine had been limited and settled by the same Indenture; and the said Master found that in pursuance of the said Order of the Second Day of *August* One thousand eight hundred and forty-nine, made in the said Three Causes, he made his Report dated the Twentieth Day of *June* One thousand eight hundred and fifty, and thereby found that it would be fit and proper and for the Benefit of the several Persons interested under the Will and Codicils of the said *Sir Timothy Shelley* that the said Leaseholds for Lives and for Years in his said Report mentioned should be purchased, with and out of the Monies subject to the Trusts of the Settlement executed pursuant to the said Will and Codicils, at or for the Price or Sum of Seven thousand five hundred Pounds, to be paid out of so much of the Thirty thousand nine hundred and twenty-seven Pounds Nine Shillings and Ninepence Bank Three Pounds *per Centum* Annuities as should remain after the Sale directed by the said Order of the Tenth Day of *June* One thousand eight hundred and fifty; and the said Master approved of a Scheme for restoring the said Sum of Seven thousand five hundred Pounds to the said Trust Fund, by the Investment of certain half-yearly Sums and their Accumulations; and he found that by an Order bearing Date the Twenty-eighth Day of *June* One thousand eight hundred and fifty, made in the said Three Causes, it was ordered that his said Report of the Twentieth Day of *June* One thousand eight hundred and fifty should be confirmed, and it was ordered that so much of the Residue of the said Thirty thousand nine hundred and twenty-seven Pounds Nine Shillings and Ninepence Bank Three Pounds *per Centum* Annuities standing in the Name of the Accountant General, in trust in the Cause of *Shelley versus Shelley*, "The Account of the Settlements pursuant to *Sir Timothy Shelley's* Will," after the Sale directed by the said Order of the Tenth Day of *June* One thousand eight hundred and fifty, as would raise the Sum of Seven thousand five hundred Pounds, should be sold, with the Privity of the said Accountant General, and it was ordered that it be referred to the said Master to

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inquire

Shelley's Estate.

inquire whether a good Title could be made to the said Leaseholds for Lives and for Years, and if he should find that a good Title could be made thereto it was ordered that the Master should approve of a proper Conveyance and Assignment of the said Leasehold Estates, and upon the due Execution thereof by all proper Parties as the said Master should direct being certified by the said Master, it was ordered that the Money to arise by the Sale therein-before directed be paid to the Right Honourable *Chandos* Lord *Leigh*; and he found that by his Report bearing Date the First Day of *August* One thousand eight hundred and fifty he found that a good Title could be made to the said Leasehold Estates, and that by another Order made in the said Causes, bearing Date the Twenty-fourth Day of *January* One thousand eight hundred and fifty-one, it was ordered, that upon the due Execution by all proper Parties as the said Master should direct of a proper Conveyance and Assignment of the said Leasehold Estates, having regard to the Decease of the said *Chandos* Lord *Leigh* being certified by the said Master, the Sum of Seven thousand five hundred Pounds directed to be raised by the said Order of the Twenty-eighth Day of *June* One thousand eight hundred and fifty should be paid to *Margarette* Dowager Lady *Leigh* and *Edward Turner Boyd Twisleton*, as Executors of the said *Chandos* Lord *Leigh*; and he found that by an Indenture bearing Date the Thirtieth Day of *January* One thousand eight hundred and fifty-one (settled and approved by the said Master in pursuance of the said Order of the Twenty-fourth Day of *January* One thousand eight hundred and fifty-one), made between the Right Honourable *William Henry* Lord *Leigh* Baron *Leigh* of the First Part, the Right Honourable *Margarette* Dowager Lady *Leigh* and *Edward Turner Boyd Twisleton* of the Second Part, the Most Noble *Richard Plantagenet* Duke of *Buckingham* and *Chandos* of the Third Part, the said *John-Shelley* of the Fourth Part, and the said *John Gregson* of the Fifth Part, in pursuance of the said Orders of the Twenty-eighth Day of *June* One thousand eight hundred and fifty and the Twenty-fourth Day of *January* One thousand eight hundred and fifty-one, and in consideration of the Sum of Seven thousand five hundred Pounds paid to the said *Margarette* Lady *Leigh* and *Edward Turner Boyd Twisleton*, they the said *Margarette* Lady *Leigh* and *Edward Turner Boyd Twisleton* did direct, limit, and appoint that all those the said Leasehold Hereditaments and Premises, with their Appurtenances, should thenceforth go, remain, and be to the Use of the said *John Gregson*, his Executors, Administrators, and Assigns, upon Trusts and with Powers whereby the same Premises were settled so as to go along with the Estates so as aforesaid devised by the said Will of the said Sir *Timothy Shelley*; and the said Master found that the Residue of the aforesaid Sum of Thirty thousand nine hundred and twenty-seven Pounds Nine Shillings

Shelley's Estate.

lings and Ninepence Bank Three Pounds *per Centum* Annuities, after the Sale of so much thereof as was sufficient to raise the said Sums of Seven thousand one hundred Pounds and Seven thousand five hundred Pounds, pursuant to the said Orders of the Tenth and Twenty-eighth Days of *June* One thousand eight hundred and fifty respectively, together with the Bank Annuities purchased with a Sum of One thousand five hundred and twenty Pounds paid into Court in part of the said Mortgage for Eleven thousand three hundred Pounds, amounted to the Sum of Nineteen thousand four hundred and eighty Pounds Ten Shillings and Threepence Bank Three Pounds *per Centum* Annuities, and the same Sum was then standing in the Name of the said Accountant General, in trust in the said Cause, "The Account of the Settlement pursuant to Sir *Timothy Shelley's* Will," and, subject to the raising thereof of Three thousand one hundred and eighty-six Pounds Thirteen Shillings and Tenpence, being the Amount of the taxed Costs, and Costs, Charges, and Expenses of the said several Purchases, and the Proceedings in the said Court of Chancery respecting the same, is applicable, together with the Sum of Nine thousand seven hundred and eighty Pounds remaining due on the said Mortgage, to be laid out in the Purchase of Lands, to be settled to the Uses of the same Settlements; and the said Master found that the said *John Shelley* previously to and during the Negotiations for the said Estates called the *Avington* Estate and *White's Farm* (*videlicet*, in the Months of *July* and *August* One thousand eight hundred and forty-seven;) caused a careful Valuation of the same, and of the Mansion House, Farm Homesteads, Cottages, Buildings, and other Matters thereon, to be made by Mr. *Abraham Wing*, a Land Agent and Surveyor resident at *Aylesbury* in the County of *Buckingham*, and the said *Abraham Wing*, upon surveying the said Estates, found the Mansion House and Offices of *Avington*, and the Fences, Walls, Farm Houses, and Buildings, Bridges, Water Hatches, Sluices, Water Meadows, Cottages, and other Matters connected with the said Estates, in a very dilapidated State, and that the same required much Repair, and that in consequence thereof he made Deductions from the Sum at which he should have valued the said Estates if the same had been in good tenantable Repair, that is to say, he valued the *Avington* Estate at the Sum of One hundred and nineteen thousand three hundred and ninety-four Pounds Eighteen Shillings, but the said *Abraham Wing* deducted therefrom the Sum of Seven thousand and twenty-one Pounds in respect of such Want of Repair, being the Sum which, in his Judgment, it would require to put the same into tenantable Repair, whereby the Sum at which he valued the said *Avington* Estate was reduced to the Sum of One hundred and twelve thousand three hundred and seventy-three Pounds Eighteen Shillings, and the said Estate was bought for the Sum of One hundred and twelve thousand Pounds, and the said *Abraham Wing* valued the said Farm called

Shelley's Estate.

called *White's Farm* at the Sum of Seven thousand seven hundred and fifty Pounds, but he deducted therefrom the Sum of Five hundred and fifty Pounds as necessary to put the same into tenantable Repair, thereby reducing his Valuation to Seven thousand two hundred Pounds, and the said Farm was bought for the Sum of Seven thousand one hundred Pounds; and the said Master also found that the said Sums of Seven thousand and twenty-one Pounds and Five hundred and fifty Pounds made together the Sum of Seven thousand five hundred and seventy-one Pounds, the Particulars whereof are set forth in the said Master's said Report, including therein a Sum of One thousand five hundred Pounds deducted in respect of the dilapidated State of the Mansion and the Outbuildings and Appurtenances thereto belonging; and the said Master found that the said *John Shelley* had, since the Completion of the Purchase of the said *Avington* Estate, at his own Expense, put the said Mansion House and Offices at *Avington* into repair, and had expended thereon a Sum considerably exceeding the Sum of One thousand five hundred Pounds allowed by the said *Abraham Wing* in respect thereof, but that the said *John Shelley* did not seek any Allowance on account of such Expenditure; and the said Master also found that the several Repairs upon the said *Avington* Estate and *White's Farm* respectively, in respect of which the said *Abraham Wing* made such Allowance as aforesaid, amounting together, exclusive of the said Sum of One thousand five hundred Pounds, to the Sum of Six thousand and seventy-one Pounds, were necessary to keep the said Farm Houses, Cottages, Buildings, and Premises from going to Destruction, and that the same would be a lasting Repair and Improvement of the said Estates; and the said Master certified that he was of opinion and found that it would be fit and proper, and for the Benefit of the Parties interested or who might become interested in the Estates subject to the Uses of the Settlement made pursuant to the Will of the said Testator Sir *Timothy Shelley*, that an Act of Parliament should be applied for to enable a Part of the Trust Funds subject to be laid out in the Purchase of Lands to be settled to the Uses of the same Settlement to the Amount of Six thousand and seventy-one Pounds, to be applied in doing and making lasting Repairs and Improvements, as therein-before stated, in or upon the said *Avington* Estate and the said Farm called *White's Farm*, and that the Costs of applying for such Act should be borne and defrayed out of the Residue of the said Trust Fund, and that he had approved and settled a Draft of a Bill for the Purposes aforesaid, and that he had caused the said Draft to be transcribed on Twenty-one Sheets of Paper, and in testimony of his Approval thereof he had signed his Name to the Allowance at the Foot of the said Transcript: And whereas by an Order of the said Court bearing Date the Tenth Day of *July* One thousand eight hundred and fifty-one it was ordered that the said

Master's

Order confirming Report, dated 10th July 1851.

Shelley's Estate.

Master's said Report dated the Fifth Day of *July* One thousand eight hundred and fifty-one should be confirmed; and it was ordered that the said *John Shelley* should be at liberty to apply to Parliament for an Act in accordance with the Draft Bill approved and settled as aforesaid, subject to such Amendments as Parliament might think fit: Therefore Your Majesty's most dutiful and loyal Subject the said *John Shelley* doth 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,

I. That with and out of so much of the said Sum of Nineteen thousand four hundred and eighty Pounds Ten Shillings and Three-pence Bank Three Pounds *per Centum* Annuities standing in the Name of the said Accountant General, in trust in the said Cause of *Shelley versus Shelley*, "The Account of the Settlements pursuant to Sir *Timothy Shelley's* Will," as shall remain after the Sale to be made as aforesaid, a Sum or Sums not exceeding in the whole Six thousand and seventy-one Pounds shall be raised and applied in doing and making lasting Repairs and Improvements upon the said *Avington* Estate and the said Farm called *White's Farm*, and that it shall be lawful for the Court of Chancery, and the said Court is hereby required, upon the Motion or Petition of any Party or Parties interested, beneficially or otherwise, in a summary Way, to make an Order or Orders for the Payment out of such Fund of such Sum or Sums (not exceeding as aforesaid) as may have been laid out in such Repairs and Improvements, and also for taxing, settling, and paying out of such Trust Fund the Costs, Charges, and Expenses of the applying for and obtaining and proceeding upon the said Orders of the Seventh Day of *June* One thousand eight hundred and fifty-one and the Tenth Day of *July* One thousand eight hundred and fifty-one, and of the applying for, obtaining, and passing this Act, and of the Applications to the said Court pursuant to this Act, or to be otherwise incurred in carrying the same into execution.

Power to apply the Sum of 6,071*l.* in making lasting Repairs and Improvements upon *Avington* Estate and *White's* Farm.

II. And whereas the said *Edward Shelley* is resident beyond the Seas, and his Consent to this Act has not yet been proved: Be it therefore enacted, That this Act shall not nor shall anything herein contained be of any Effect as against the said *Edward Shelley*, his Heirs, Executors, Administrators, or Assigns, until the said *Edward Shelley* shall signify his Consent to this Act by Writing under his Hand, attested by One or more Witness or Witnesses, which Writing shall be enrolled in the High Court of Chancery within Three Years from 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 on the said *Edward*

Provision for Consent of *Edward Shelley*.

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Shelley,

Shelley's Estate.

Shelley, his Heirs, Executors, Administrators, and Assigns, as if such Consent had been obtained and proved before the passing of this Act; and that such Consent may be given in the Form or to the Effect following; (that is to say,)

' I do hereby consent to an Act of Parliament
' made and passed in the Year of the Reign of Her
' most Excellent Majesty Queen Victoria, intituled [*here insert*
' *the Title of this Act*]. Given under my Hand, this
' Day 18 .

General
Saving.

III. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *John Shelley*, and the said *Edward Shelley*, *Charles Shelley*, and *George Ernest Shelley*, and their respective first and other Sons, and the Heirs Male of their respective Bodies, and the fourth and subsequently-born Sons of the said *John Shelley*, and the Heirs Male of their respective Bodies, and the said *Sir Percy Florence Shelley* and his Heirs, and his first and other Sons, and the Heirs Male of their respective Bodies, and the said *Hellen Shelley* and *Margaret Shelley*, and the Heirs of their respective Bodies,) all such Estate, Right, Title, Interest, Claim, or Demand whatsoever, of, in, to, or out of the said Sum of Six thousand and seventy-one Pounds herein-before made applicable for the Purposes aforesaid, or any Hereditaments which might have been purchased therewith, and every or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have held and enjoyed if this Act had not passed.

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

IV. That this Act shall not be a Public Act, but 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.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1851.