



ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. 19.

An Act for enabling Leases, Sales, and Exchanges to be made of the Estates of the late *Philip Duncombe Pauncefort Duncombe Esq.*, deceased, and for other Purposes. [15th August 1853.]

WHEREAS *Philip Duncombe Pauncefort Duncombe*, late of *Great Brickhill* in the County of *Bucks*, Esquire, deceased, (herein-after referred to as "the said *Philip Duncombe Pauncefort Duncombe the Father*,") intermarried with the Honourable *Alicia Margaretta Hockmore Lambart* commonly called *Lady Alicia Margaretta Hockmore Lambart* in the Month of *January* One thousand eight hundred and thirteen: And whereas by Indentures of Lease and Release and Settlement, dated respectively the Fourth and Fifth Days of *June* One thousand eight hundred and thirteen, the Release and Settlement (which, unless where otherwise distinguished, is herein-after referred to as "the said first-recited Settlement,") being made or expressed to be made between the said *Philip Duncombe Pauncefort Duncombe the Father* and the said *Lady Alicia Margaretta Hockmore* his Wife of the First Part, *Henrietta Pauncefort* Widow of the Second Part, *Daniel Moore* Gentleman of the Third Part, *William Selby Lowndes* the elder, Esquire, (by his then Name of

Indentures of Lease and Release, dated 4th and 5th June 1813, hereafter referred to as "the said first-recited Settlement."

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William Lowndes,) and *Charles Michel* Esquire, of the Fourth Part, Sir *William Earle Welby* Baronet (by his then Name and Description of *William Earle Welby* Esquire) and *Henry Bankes* Esquire of the Fifth Part, and *William Champion de Crespigny* and *Edward Watts* Esquires of the Sixth Part, (being the Settlement executed in pursuance of certain Articles dated the Fourth Day of *January* One thousand eight hundred and thirteen, entered into previously to and in contemplation of the said Marriage between the said *Philip Duncombe Pauncefort Duncombe* the Father and Lady *Alicia Margareta Hockmore Duncombe,*) in pursuance of the said Articles, and in consideration of the said Marriage, all those the Manors or Lordships or reputed Manors or Lordships of *Water Eaton, Bletchley, and Fenny Stratford* in the said County of *Bucks*, with the several and respective Rights, Royalties, Members, and Appurtenances thereof, and also all that Piece or Parcel of Woodland called *Ripley Wood*, or by whatsoever other Name or Names the same was then called or known, containing by Estimation Sixty-six Acres (more or less), and also all that other Piece or Parcel of Woodland called the *Grove*, containing Four Acres (more or less), both which said several Woods or Woodground were situate, lying, and being within the said Manors or One of them, and bounded on the North by the *Great Watling Street* Road, and also all those Three Closes of inclosed Pasture Ground called *Bambury's Closes*, lying contiguous and adjoining each other in the said Lordship of *Fenny Stratford* in the said County of *Bucks*, sometime in the Tenure or Occupation of *Lewis Goodman*, containing Eleven Acres and a Half (more or less), bounded on the East by *Stratford Field*, on the West by Wood, North and South by Pasture Ground, formerly of *Thomas Willis* the elder, in the Occupation of *Robert Stevens* Esquire and *William Wood*, and also all those Two Closes of Pasture Ground lying together in the said Lordship of *Fenny Stratford*, called *Billington's Closes*, containing Five Acres and a Half (more or less), sometime in the Occupation of *Philip Billington*, bounded on the East by a Piece of Pasture formerly in the Occupation of *Richard Lane*, on the West by Pasture Ground formerly in the Occupation of *William Wood*, and on the North and South Parts thereof by certain Pasture Grounds formerly in the Tenure or Occupation of *Thomas Inns*, which said Manors, Messuages, Farms, Lands, and Hereditaments therein-before described, and mentioned to be situate in the County of *Bucks*, are in the said Indenture of Settlement now in recital mentioned to have been formerly the Estate of the Reverend *Philip Barton* deceased, and to have been derived by the said *Philip Duncombe Pauncefort Duncombe* the Father under the last Will and Testament of the said *Philip Barton*, and also all that Messuage or Tenement, with the Barn, Stable, Outhouses, and Appurtenances thereto belonging, and all those One hundred Acres of Pasture Ground thereunto adjoining, inclosed with a Pale, commonly called or known by the

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the Name of *Bothorpe Park*, and situate, lying, and being in the Parish of *Witham-on-the-Hill* in the County of *Lincoln*, and all that Inclosure of Land adjoining on the North Side of the said Park called *Bothorpe Park*, containing by Estimation Eighteen Acres (more or less), and Three Acres of Land lying in a Place called *Dudman House* in *Witham* aforesaid, on the West Side of the said Park, and Two Acres and Twenty Perches of Meadow lying in *Mill Meadow* in several Pieces in *Witham* aforesaid, and Two Acres Three Roods and Twenty-six Perches of Meadow in several Pieces lying in *Sand Field Meadow* in *Witham* aforesaid, all which said Premises were theretofore in the Occupation of *Thomas Johnson*, afterwards of *Edward Johnson*, and since in the Tenure or Occupation of *William Nixon*, his Under-tenants or Assigns, and all those Ten Acres and Two Roods of Meadow, Pasture, or Arable Land by Estimation (were the same more or less), lying and being in several Pieces in *Manthorpe Woodfield*, in the Parish of *Witham-on-the-Hill* aforesaid, and Three Acres and One Rood of Arable Land (more or less) lying in *Thackholme Field*, in the Parish of *Witham* aforesaid, and Twenty-eight Acres and Twenty Perches of Meadow, Pasture, and Arable Land (more or less) in several Parcels lying and being in *Witham Field* in the Parish of *Witham* aforesaid, and Three Acres of Arable Land (more or less) in several Pieces lying in the *Grange Little Field* in *Witham* aforesaid, and Two Acres One Rood and Thirty Perches of Meadow and Arable Ground (more or less), lying and being in *Sandfield Meadow* in *Witham* aforesaid, and One Acre and Twenty Perches of Meadow in several Pieces lying in the *Mill Meadow* in *Witham* aforesaid, all which said Premises were formerly in the Tenure or Occupation of *William Robinson*, and since of *John Castledine*, his Under-tenants or Assigns, and also all that Capital Messuage or Tenement, with the Yards, Gardens, Orchards, Barns, Stables, Closes, Grounds, Lands, and Appurtenances thereunto belonging, situate, standing, and being in *Witham-on-the-Hill* aforesaid, sometime in the Possession or Occupation of *George Pauncefort* Esquire or his Assigns, and also all those several Messuages, Cottages, Closes, Farms, Lands, Tenements, and Hereditaments then late of the said *George Pauncefort*, and then of the said *Philip Duncombe Pauncefort Duncombe* the Father, with their and every of their Rights, Members, and Appurtenances, situate, standing, lying, and being in *Witham-on-the-Hill* aforesaid, and in *Toft*, *Lound*, *Manthorpe*, and *Bothorpe*, any or either of them, in the Parish of *Witham-on-the-Hill* aforesaid, or in the Fields, Liberties, Precincts, or Territories thereof, as the same were sometime in the several Tenures or Occupations of the said *George Pauncefort*, and of *Exton*, *William Nixon*, *John Castledine*, *Samuel Sellars*, *Thomas Exton*, *William Hiddon*, *John Sivers*, *Robert Nichols*, *John Bannister*, and *Francis Partridge*, their, some or One of their, Under-tenants or Assigns, and also all those several

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several Messuages, Cottages, Closes, Farms, Lands, Tenements, and Hereditaments then late of the said *George Pauncefort*, with their and every of their Rights, Members, and Appurtenances, situate, lying, standing, and being in the several Parishes of *Spalding*, *Weston*, *Moulton*, and *Whapload*, or any or either of them, in the said County of *Lincoln*, or within the Fields, Liberties, Precincts, or Territories thereof, as the same were for sometime in the several Tenures or Occupations of *Thomas Measures*, *Joseph Chambers*, *John Watson*, *John Gibbons*, and *John Gregory*, their, some or One of their, Under-tenants or Assigns, and also all and every the other Messuages, Cottages, Farms, Lands, Tenements, and Hereditaments whatsoever formerly of the said *George Pauncefort*, and then of the said *Philip Duncombe Pauncefort Duncombe* the Father, with their and every of their Rights, Members, and Appurtenances, situate, standing, lying, and being in *Witham-on-the-Hill* aforesaid, *Toft*, *Lound*, *Manthorpe*, *Bothorpe*, and *Whapload* aforesaid, or any or either of them, or within the Fields, Liberties, Precincts, or Territories thereof, or elsewhere in the said County of *Lincoln*, (all which said Capital and other Messuages, Park, Farms, Lands, and Hereditaments in the said Counties of *Buckingham* and *Lincoln*, except such Parts thereof as have been since sold or exchanged, are, as nearly as can be ascertained, but with the Addition of certain Hereditaments which have been since added thereto by way of Exchange or Allotment, the Hereditaments comprised in the Second Division of the First Schedule annexed to this Act, and are in the said Indenture of Release and Settlement now in recital mentioned to be then or then late in the Tenure of the several Persons and at the several Rents named and specified in the First and Second Schedules respectively to the said Indenture of Settlement now in recital, but which said Schedules do not comprise the whole of the Hereditaments comprised in the said Indenture of Release and Settlement now in recital, as will appear from the verbatim Copy of the same Schedules contained in the First Division of the First Schedule annexed to this Act,) with their and every of their Rights, Members, and Appurtenances, (but subject as to the said Manors, Hereditaments, and Premises in the said County of *Bucks*, or some Part or Parts thereof, to a yearly Rent of Two hundred Pounds payable to the said *Henrietta Pauncefort* during her Life,) were assured by and by the Direction of the said *Philip Duncombe Pauncefort Duncombe* the Father to such Uses, upon such Trusts, and to and for such Ends, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Limitations, Declarations, and Agreements as are in the said Indenture of Release and Settlement now in recital, and also in part herein-after expressed, of and concerning the same respectively; (that is to say,) to the Use of the said *Philip Duncombe Pauncefort Duncombe* the Father and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said *William Selby Lowndes*

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Lowndes the elder and *Charles Michel* and their Heirs, during the Life of the said *Philip Duncombe Pauncefort Duncombe* the Father upon trust to preserve the contingent Remainders therein-after limited; and after his Decease, as, to, for, and concerning the said Hereditaments in the said County of *Lincoln*, to the Use and Intent that the said Lady *Alicia Margareta Hockmore Duncombe*, if she survived her said Husband, should during her Life receive out of the same Hereditaments a yearly Rentcharge of One thousand two hundred Pounds for her Jointure, and in lieu of Dower; and, subject thereto, to the Use of the said *William Champion De Crespigny* and *Edward Watts*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years, to be computed from the Death of the said *Philip Duncombe Pauncefort Duncombe* the Father, without Impeachment of Waste, upon the Trusts in the said Indenture of Settlement now in recital declared for further securing the said Jointure Rentcharge; and as, to, for, and concerning the said Manors and Hereditaments in the said County of *Bucks*, after the Decease of the said *Philip Duncombe Pauncefort Duncombe* the Father, to the Use of the said Sir *William Earle Welby* and *Henry Bankes*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to commence from the Day of the Decease of the said *Philip Duncombe Pauncefort Duncombe* the Father, without Impeachment of Waste, upon the Trusts in the said Indenture of Release and Settlement now in recital and also in part herein-after mentioned concerning the same; and as to all the said Manors and Hereditaments situate as well in the said County of *Lincoln* as in the said County of *Bucks*, from and after the Expiration or Determination of the several Uses and Limitations therein-before declared and created, and in the meantime subject thereto, to the Use of the First Son of the said *Philip Duncombe Pauncefort Duncombe* the Father on the Body of the said Lady *Alicia Margareta Hockmore Duncombe* to be begotten in Tail Male, with Remainder to the Use of the Second, Third, Fourth, Fifth, and all and every other the Son and Sons of the said *Philip Duncombe Pauncefort Duncombe* the Father on the Body of the said Lady *Alicia Margareta Hockmore Duncombe* to be begotten, severally, successively, and in remainder One after another according to their respective Seniorities in Tail Male, with Remainder to the Use of the right Heirs of the said *Philip Duncombe Pauncefort Duncombe* the Father for ever; and in the said Indenture of Release and Settlement now in recital is contained a Declaration that the said Manors and Hereditaments in the said County of *Bucks* were so limited to the Use of the said Sir *William Earle Welby* and *Henry Bankes*, their Executors, Administrators, and Assigns, for the said Term of One thousand Years, upon trust that in case there should be Issue of the said *Philip Duncombe Pauncefort Duncombe* the Father, on the Body of the said Lady *Alicia Margareta Hockmore Duncombe* begotten, an eldest or only Son, and

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also One or more younger Child or Children, the said Sir *William Earle Welby* and *Henry Bankes*, or the Survivor of them, his Executors, Administrators, and Assigns, should, either after the Decease of the said *Philip Duncombe Pauncefort Duncombe* the Father or in his Lifetime (if he should so consent or direct), by Sale, Mortgage, or other Disposition of the said Manors and Hereditaments comprised in the said Term of One thousand Years or any Part thereof for all or any Part of the said Term, or otherwise, as therein mentioned, raise such Portion or Portions for such younger Child or Children of the said Marriage as was or were therein-after mentioned, *videlicet*, if there should be but One such younger Child, Ten thousand Pounds, and if there should be Two or more such younger Children, Fifteen thousand Pounds, the said Portion of Ten thousand Pounds or Fifteen thousand Pounds (as the Case might be) to be paid (subject to any other Trusts or Declarations in favour of such Child or Children which might be declared thereof by the said *Philip Duncombe Pauncefort Duncombe* the Father, in exercise of the Power in that Behalf therein contained,) to such younger Child or Children, being a Son or Sons, at their or his respective Ages of Twenty-one Years, and being a Daughter or Daughters, on her or their attaining Twenty-one, or Day or Days of Marriage, after the Decease of the said *Philip Duncombe Pauncefort Duncombe* the Father, or in his Lifetime, if he should so consent or direct; and it is provided that (in default of or subject to any such Appointment) in case any younger Child or Children (being a Son or Sons) should attain his or their Age or respective Ages of Twenty-one Years, or being a Daughter or Daughters should attain Twenty-one, or marry, during the Life of the said *Philip Duncombe Pauncefort Duncombe* the Father, the Share and Shares of such Son and Sons as attained Twenty-one, and of such Daughter and Daughters so attaining the same Age, or marrying, as aforesaid, in the said Portions, should (unless the same should be paid in the Lifetime of the said *Philip Duncombe Pauncefort Duncombe* the Father, with his Consent or by his Direction,) be considered as vested Interests in such Child or Children respectively, and be transmissible as such to his, her, or their respective Executors or Administrators; and it is also provided that no one such younger Child should in any Event take a larger Portion than Ten thousand Pounds; and in the said Indenture of Release and Settlement now in recital is contained a Proviso, that it should be lawful for the said *Philip Duncombe Pauncefort Duncombe* the Father, in case he should survive the said Lady *Alicia Margareta Hockmore* his Wife, either before or after his Marriage with any other Woman or Women whom he might after her Decease marry, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation, to be by him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, to direct, limit, or appoint to such Woman or Women, for her

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or their Jointure, and in bar or without being in bar of Dower, any annual Sum or yearly Rentcharge, or annual Sums or yearly Rentcharges, not exceeding One thousand two hundred Pounds, to commence immediately after the Decease of the said *Philip Duncombe Pauncefort Duncombe* the Father, and chargeable on the said Messuages and Hereditaments in the said County of *Lincoln* comprised in the said Indenture of Release and Settlement now in recital, with the same or the like Powers for securing the same as were therein-before reserved in respect of the said yearly Rent of One thousand two hundred Pounds thereby limited by way of Jointure to the said Lady *Alicia Margaretta Hockmore Duncombe*: And whereas the said *Henrietta Pauncefort* departed this Life some Time in the Year One thousand eight hundred and twenty-two: And whereas the said Lady *Alicia Margaretta Hockmore Duncombe* departed this Life some Time in the Month of *April* One thousand eight hundred and eighteen: And whereas there were Issue of the said Marriage between the said *Philip Duncombe Pauncefort Duncombe* the Father and Lady *Alicia Margaretta Hockmore* his Wife Four and only Four Children; *videlicet*, *Philip Duncombe Pauncefort Duncombe*, their only Son (who is herein-after referred to as the said *Philip Duncombe Pauncefort Duncombe* the Son), and *Honora Henrietta* now the Wife of *Charles Bennett Drake Garrard* of *Lamer Park* in the County of *Hertford*, Esquire, *Henrietta Philippa Pauncefort Duncombe*, and *Alicia Pauncefort Duncombe*: And whereas the said *Henrietta Philippa Pauncefort Duncombe* and *Alicia Pauncefort Duncombe* both died Infants and unmarried, and without having attained vested Interests in the said Sum provided by the said first-recited Settlement for the Portion of the younger Children of the said Marriage: And whereas by an Indenture (herein-after referred to as "the said secondly-recited Settlement"), dated the Twenty-first Day of *August* One thousand eight hundred and twenty-three, and made or expressed to be made between the said *Philip Duncombe Pauncefort Duncombe* the Father of the First Part, *Sophia Frances Foulis* Spinster of the Second Part, and the said *William Selby Lowndes* the elder and Sir *William Foulis* Baronet of the Third Part, (being the Settlement executed previously to and in contemplation of the Marriage then intended and shortly afterwards duly solemnized between the said *Philip Duncombe Pauncefort Duncombe* the Father and *Sophia Frances Foulis*,) in consideration of the said intended Marriage, and in exercise of the Power in that Behalf contained in the said first-recited Settlement, the said *Philip Duncombe Pauncefort Duncombe* the Father appointed unto and to the Use of the said *Sophia Frances Foulis* during her Life, in case she should survive him, an annual Rentcharge of Eight hundred Pounds, to be issuing out of and charged and chargeable upon the said Hereditaments in the said County of *Lincoln* comprised in the said first-recited Settlement, with usual

Indenture dated 21st August 1823, hereafter referred to as "the said secondly-recited Settlement."

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Indentures
of Lease and
Release,
dated 17th
and 18th
March 1840,
hereafter
referred to as
“the said
disentailing
Assurance.”

50 G. 3. c. 66.

53 G. 3. c. 16.

usual Powers of Distress and Entry, and a Term of Years limited to Trustees, upon the usual Trusts for securing the Payment thereof: And whereas the said Marriage between the said *Philip Duncombe Pauncefort Duncombe* the Father and the said *Sophia Frances Foulis* was duly solemnized at *Ingleby Greenhow* in the Month of *August* One thousand eight hundred and twenty-three: And whereas the said *Philip Duncombe Pauncefort Duncombe* the Son attained his Age of Twenty-one Years on the Eighth Day of *January* One thousand eight hundred and thirty-nine: And whereas by Indentures of Lease and Release, dated respectively the Seventeenth and Eighteenth Days of *March* One thousand eight hundred and forty, and duly enrolled in the High Court of Chancery, pursuant to his Provisions of the Act for the Abolition of Fines and Recoveries, and the Substitution of more simple Modes of Assurance, the Release (which is herein-after referred to as “the said disentailing Assurance”) being made or expressed to be made between the said *Philip Duncombe Pauncefort Duncombe* the Father of the First Part, the said *Philip Duncombe Pauncefort Duncombe* the Son of the Second Part, and the Reverend Sir *Henry Foulis*, Clerk and Baronet (by his then Name and Description of the Reverend *Henry Foulis* Clerk) and *William Selby Lowndes* the younger of the Third Part, for the Considerations therein mentioned all such and so many and such Part and Parts of the said Manors, Messuages, Lands, Tenements, Hereditaments, and Premises comprised in and conveyed and settled by the said first-recited Settlement as were not, under or by virtue of an Act of Parliament made and passed in the Fiftieth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for inclosing and exonerating from Tithes Lands in the Parish of Bletchley in the County of Buckingham*, or under and by virtue of another Act of Parliament made and passed in the Firty-third Year of the Reign of His said late Majesty King *George* the Third, intituled *An Act for inclosing Lands in the Parish of Witham-on-the Hill with Manthorpe, Toft, and Lound, in the County of Lincoln*, awarded, allotted, or given in Exchange to any Person or Persons, and also all and singular the Lands, Tenements, and Hereditaments which under or by virtue of the said Acts of Parliament or either of them were allotted, awarded, or given in exchange to the said *Philip Duncombe Pauncefort Duncombe* the Father, under or for or in lieu, or in respect of the Lands and Hereditaments comprised in the said first-recited Settlement, or any of them (being, as nearly as can be ascertained, the Hereditaments which are comprised in the Second Division of the First Schedule annexed to this Act,) with their and every of their Rights, Members, and Appurtenances, were conveyed and assured unto the said Sir *Henry Foulis* and *William Selby Lowndes* the younger, and their Heirs, freed and absolutely discharged of and from the Estate Tail of the said *Philip Duncombe Pauncefort Duncombe* the

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the Son expectant on the Decease of the said *Philip Duncombe Pauncefort Duncombe* the Father, and all other Estates Tail whatsoever (if any) then vested in the said *Philip Duncombe Pauncefort Duncombe* the Son, or in the said *Philip Duncombe Pauncefort Duncombe* the Father, and all Remainders and Reversions, Estates, Rights, Interests, and Powers thereupon expectant or depending, or to take effect after or in defeazance of such Estate Tail or Estates Tail, but subject and without Prejudice, as to the respective Hereditaments subject thereto or charged therewith, to the said Term of One thousand Years by the said first-recited Settlement limited from and after the Decease of the said *Philip Duncombe Pauncefort Duncombe* the Father to the Use of the said *Sir William Earle Welby* and *Henry Bankes*, their Executors, Administrators, and Assigns, upon Trusts for raising the said Sum of Ten thousand Pounds as the Portion for the said *Honora Henrietta Drake Garrard*, as herein-before is mentioned, and to the Powers by the same Settlement given to the said *Philip Duncombe Pauncefort Duncombe* the Father in relation to such Portion, and subject and without Prejudice to the said yearly Rentcharge of Eight hundred Pounds by the said secondly-recited Settlement limited to the Use of the said *Sophia Frances*, then the Wife of the said *Philip Duncombe Pauncefort Duncombe* the Father, in case she should survive him, by way of Jointure, as herein-before mentioned, and to the Powers thereby preserved to him of increasing such Jointure to the annual Sum of One thousand two hundred Pounds, and also subject and without Prejudice to the Power given by the said first-recited Settlement to the said *Philip Duncombe Pauncefort Duncombe* the Father of limiting a yearly Rentcharge, not exceeding One thousand two hundred Pounds *per Annum*, by way of Jointure, to any Woman whom he might marry after the Decease of the said *Sophia Frances* his then Wife, and such Powers and Remedies and Term of Years for securing the same as are in the same Settlement particularly specified in relation thereto,) to the Use of such Person or Persons, for such Estate or Estates, Interest or Interests, and to and for such Intents and Purposes, and subject to such Charges, Powers, Provisoos, Declarations, and Agreements, and in such Manner, as they the said *Philip Duncombe Pauncefort Duncombe* the Father and *Philip Duncombe Pauncefort Duncombe* the Son, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by them legally executed, should from Time to Time or at any Time jointly direct, limit, or appoint, and in default of and until such joint Direction, Limitation, or Appointment, and so far as no such Direction, Limitation, or Appointment should extend, to the Uses, upon and for the Trusts, Intents, and Purposes, and subject to the Powers, Provisoos, Agreements, and Declarations to, for, upon, with, under, or subject to which the same then or immediately before the Execution of the said Indenture now

[*Private.*]

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Indentures
of Lease and
Release,
dated 24th
and 25th
March 1840,
hereafter
referred to as
"the said
thirdly-
recited Set-
tlement."

in recital stood limited and settled by the said first and secondly recited Settlements respectively: And whereas by Indentures of Lease and Release, dated respectively the Twenty-fourth and Twenty-fifth Days of *March* One thousand eight hundred and forty, the Release (which is herein-after referred to as "the said thirdly-recited Settlement") being made or expressed to be made between the said *Philip Duncombe Pauncefort Duncombe* the Father and *Philip Duncombe Pauncefort Duncombe* the Son of the one Part, and the said Sir *Henry Foulis* and *William Selby Lowndes* the younger of the other Part, for the Considerations therein mentioned the Manors, Messuages, Lands, and Hereditaments herein-before mentioned to have been comprised in and assured by the said disentailing Assurance, and the Appurtenances, (subject and without Prejudice as in the said disentailing Assurance and also herein-before in the Recital thereof is particularly mentioned) were duly appointed and assured by the said *Philip Duncombe Pauncefort Duncombe* the Father and *Philip Duncombe Pauncefort Duncombe* the Son to, for, and upon the Uses, Trusts, Intents, and Purposes, and under and subject to the Powers, Provisoes, Declarations, and Agreements therein and also in part herein-after mentioned concerning the same; (that is to say,) to the Use of the said *Philip Duncombe Pauncefort Duncombe* the Father and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said Sir *Henry Foulis* and *William Selby Lowndes* the younger, and their Heirs, during the Life of the said *Philip Duncombe Pauncefort Duncombe* the Father, upon trust to preserve contingent Remainders, with Remainder to the Use of the said *Philip Duncombe Pauncefort Duncombe* the Son and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said Sir *Henry Foulis* and *William Selby Lowndes* the younger, and their Heirs, during the Life of the said *Philip Duncombe Pauncefort Duncombe* the Son, upon trust to preserve contingent Remainders, with Remainder to the Use of the First Son of the said *Philip Duncombe Pauncefort Duncombe* the Son, in Tail Male, with Remainder to the Use of the Second and all and every other the Son and Sons of the Body of the said *Philip Duncombe Pauncefort Duncombe* the Son severally and successively in remainder one after another according to their respective Seniorities, in Tail Male, with Remainder to the Use of the right Heirs of the said *Philip Duncombe Pauncefort Duncombe* the Father for ever; and in the said thirdly-recited Settlement now in recital is contained a Proviso that it should be lawful for the said *Philip Duncombe Pauncefort Duncombe* the Son, either before or after his Marriage with any Woman or Women, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by him sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, or by his last Will and Testament in
Writing,

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Writing, or any Codicil or Codicils to be by him duly executed, (but subject nevertheless and without Prejudice to the Charges, Terms of Years, and Powers subject and without Prejudice to which the said Manors and other Hereditaments were expressed to be thereby granted and released as aforesaid, and to the Charges and Estates which might be created in exercise of such Powers or either of them, and also subject and without Prejudice to the Estate thereby limited to the said *Philip Duncombe Pauncefort Duncombe* the Father for his Life of and in the aforesaid Manors and other Hereditaments,) to limit and appoint to the Use of any such Woman or Women, for her or their Life or respective Lives, for her or their Jointure or respective Jointures, in bar or without being in bar of her or their Dower, any annual Sum or yearly Rent or annual Sums or yearly Rentcharges not exceeding in the whole for any One such Woman the Sum of One thousand two hundred Pounds by the Year, free from Taxes and without Deduction, the same to commence and be payable from and immediately after the Decease of the Survivor of them the said *Philip Duncombe Pauncefort Duncombe* the Father and *Philip Duncombe Pauncefort Duncombe* the Son, and to be issuing out of and to be charged upon all or any Part or Parts of the said Manors, Capital and other Messuages, Farms, Park, Lands, and Hereditaments therein-before appointed, granted, and released, and to limit and appoint to the Woman or Women respectively to or for the Benefit of whom such annual Sum or yearly Rentcharge or annual Sums or yearly Rentcharges should be appointed as aforesaid the usual Powers and Remedies for recovering and enforcing Payment thereof when in arrear by Distress and Entry upon or Perception of the Rents and Profits of the Hereditaments which should be so charged with the said annual Sum or yearly Rent or annual Sums or yearly Rentcharges, and also to limit and appoint the Hereditaments which should be so charged as aforesaid (subject and without Prejudice as last aforesaid) to any Person or Persons, his or their Executors, Administrators, and Assigns, for any Term or Terms of Years, with or without Impeachment of Waste, to take effect from the Decease of the Survivor of them the said *Philip Duncombe Pauncefort Duncombe* the Father and *Philip Duncombe Pauncefort Duncombe* the Son, upon such Trusts for better securing the Payment thereof of such yearly Rentcharge or Rentcharges as to the said *Philip Duncombe Pauncefort Duncombe* the Son should seem meet, but so that upon the Death of any Woman for the Benefit of whom any such Term should be limited, and the Payment of the Arrears (if any) of her Rentcharge or Rentcharges, and the Expenses (if any) incurred by the Nonpayment thereof, the Term or Terms to be limited for securing the said yearly Rentcharge or Rentcharges, or so much of the same Term or Terms as should not be disposed of under the Trusts to be declared for securing the same yearly Rentcharge or Rentcharges, should

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Indenture dated 13th February 1844, hereafter referred to as "the said fourthly-recited Settlement."

should be made to cease and determine; and in the said thirdly-recited Settlement now in recital are also contained and reserved (besides a Power to the said *Philip Duncombe Pauncefort Duncombe* the Son of charging with Portions to the Extent and in the Manner therein mentioned) usual Powers of leasing in possession for any Term not exceeding Twenty-one Years, and of selling and exchanging, all or any Part or Parts of the Hereditaments therein comprised, and of enfranchising all or any of the Copyhold or Customary Hereditaments holden as Parcel of any of the Manors therein comprised, and also a Power of appointing new Trustees of the said thirdly-recited Settlement from Time to Time, with other usual Clauses and Authorities for facilitating the Execution of the said Powers respectively, such Powers to be respectively exercised by or with the Consent of such Person or Persons and in such Manner as are and is in the said thirdly-recited Settlement respectively mentioned: And whereas by an Indenture (herein-after referred to as "the said fourthly-recited Settlement") dated the Thirteenth Day of *February* One thousand eight hundred and forty-four, and made or expressed to be made between the said *Philip Duncombe Pauncefort Duncombe* the Father of the First Part, the said *Philip Duncombe Pauncefort Duncombe* the Son of the Second Part, *Thomas Philip Maunsell* Esquire of the Third Part, *Sophia Caroline Maunsell* Spinster of the Fourth Part, the said *Charles Bennett Drake Garrard* and *William Thomas Maunsell* Esquire of the Fifth Part, and the said *Sir Henry Foulis* and the Reverend *George Edmond Maunsell* Clerk of the Sixth Part, (being the Settlement executed previously to and in contemplation of the Marriage then intended and shortly afterwards duly solemnized between the said *Philip Duncombe Pauncefort Duncombe* the Son and the said *Sophia Caroline Maunsell*,) in consideration of the said then intended Marriage, and in exercise of the Powers in that Behalf reserved, and contained in the said thirdly-recited Settlement, the said *Philip Duncombe Pauncefort Duncombe* the Son appointed unto and to the Use of the said *Sophia Caroline Maunsell* during her Life, in case she should survive him, One yearly Rentcharge of Eight hundred Pounds, to commence from the Day of the Death of the Survivor of them the said *Philip Duncombe Pauncefort Duncombe* the Father and *Philip Duncombe Pauncefort Duncombe* the Son, to be issuing out of and charged and chargeable upon all and singular the Manors, Hereditaments, and Premises comprised in the First Schedule annexed to the said Indenture now in recital (which said First Schedule is a verbatim Transcript of the First and Second Schedules annexed to the said first-recited Settlement, a Copy whereof is contained in the First Division of the First Schedule annexed to this Act), and the Appurtenances, with usual Powers of Distress and Entry for securing the Payment thereof; and by the said Indenture now in recital the said Hereditaments and the Appurtenances were duly appointed by the

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the said *Philip Duncombe Pauncefort Duncombe* the Son (subject to all such existing Charges and Limitations, and such Powers of charging and appointing, as the said *Philip Duncombe Pauncefort Duncombe* the Son had not Power to overreach,) unto the said *Charles Bennett Drake Garrard* and *William Thomas Maunsell*, their Executors, Administrators, and Assigns, from and after the Decease of the Survivor of them the said *Philip Duncombe Pauncefort Duncombe* the Father and *Philip Duncombe Pauncefort Duncombe* the Son, in case the said then intended Marriage should take effect, for the Term of Three hundred Years, to commence from the Day of such Marriage, upon the Trusts in the said Indenture now in recital declared for further securing the said Rentcharge of Eight hundred Pounds thereby limited by way of Jointure, with a Proviso for Cesser of the said Term on Performance and Satisfaction of the Trusts thereof; and by the said Indenture now in recital the said *Philip Duncombe Pauncefort Duncombe* the Son duly charged the same Hereditaments and the Appurtenances (subject to the existing prior Charges and Incumbrances and Powers of charging which he the said *Philip Duncombe Pauncefort Duncombe* the Son had not Power to overreach by that Appointment, and subject to the said yearly Rentcharge of Eight hundred Pounds therein-before appointed,) with the raising and paying of such Sum or Sums of Money for the Portion or Portions of a younger Child or of such younger Children of the said then intended Marriage as was or were thereafter provided to be raised under the Trusts of the Term of One thousand five hundred Years therein-after created for that Purpose, and such Interest and Maintenance Monies as were also provided to be raised under the Trusts of the same Term, in case and when such Portion or Portions, Interest and Maintenance Monies, should become payable; and for the Purpose of raising such Portion or Portions, Interest and Maintenance Monies, the same Hereditaments and the Appurtenances were duly appointed by the said *Philip Duncombe Pauncefort Duncombe* the Son, after the Solemnization of the said then intended Marriage, and the Decease of the Survivor of the said *Philip Duncombe Pauncefort Duncombe* the Father and *Philip Duncombe Pauncefort Duncombe* the Son, to the Use of the said *Sir Henry Foulis* and *George Edmond Maunsell*, their Executors, Administrators, and Assigns, for the Term of One thousand five hundred Years, to commence from the Decease of the Survivor of them the said *Philip Duncombe Pauncefort Duncombe* the Father and *Philip Duncombe Pauncefort Duncombe* the Son, without Impeachment of Waste, upon the Trusts therein mentioned, for raising, by Sale, Mortgage, or other Disposition of the Hereditaments comprised in the said Term of One thousand five hundred Years, or any Part thereof, for all or any Part of the said Term, or otherwise as therein mentioned, the Sum or Sums of Money therein-after mentioned, for the Portion or Portions of the younger Child or Children

[Private.]

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of the said then intended Marriage, (that is to say,) if there should be only One such Child then the Sum of Two thousand Pounds for his or her Portion, but if there should be Two such Children then the Sum of Six thousand Pounds for the Portions of such Two Children, and in case there should be Three such Children, then the Sum of Ten thousand Pounds for their Portions, and in case there should be Four or more such Children then the Sum of Fifteen thousand Pounds for the Portions of such Four or more Children, such Sum of Two thousand Pounds, Six thousand Pounds, Ten thousand Pounds, or Fifteen thousand Pounds, as the Case might be, to be upon such Trusts and subject to such Powers to or in favour of such Child or Children respectively as in the said Indenture now in recital are respectively declared and contained concerning the same; and by the said Indenture now in recital the Hereditaments comprised in the Second Schedule annexed to the same Indenture (being the same Hereditaments as are specified in the Third Division of the First Schedule annexed to this Act), and the Appurtenances, were assured by the said *Philip Duncombe Pauncefort Duncombe* the Father to the Uses, upon and for the Trusts, Intents, and Purposes, and subject to the Powers and Agreements, therein and in part also herein-after mentioned concerning the same, (that is to say,) after the Solemnization of the said then intended Marriage, to the Use of the said *Philip Duncombe Pauncefort Duncombe* the Son and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Charles Bennett Drake Garrard* and *William Thomas Maunsell*, during the Life of the said *Philip Duncombe Pauncefort Duncombe* the Son, in trust to preserve contingent Remainders, with Remainder, in case there should be Issue of the said then intended Marriage One or more Child or Children living at the Decease of the said *Philip Duncombe Pauncefort Duncombe* the Son, and in case at the Time of the Decease of the said *Philip Duncombe Pauncefort Duncombe* the Son the said *Philip Duncombe Pauncefort Duncombe* the Father, and also the said *Sophia Caroline Maunsell*, should be living, then to the Use of the said *Sophia Caroline Maunsell* and her Assigns for the joint Lives of herself and the said *Philip Duncombe Pauncefort Duncombe* the Father, but in case there should not be any Issue of the said then intended Marriage living as aforesaid, but at the Time of the Decease of the said *Philip Duncombe Pauncefort Duncombe* the Son the said *Philip Duncombe Pauncefort Duncombe* the Father and also the said *Sophia Caroline Maunsell* should be living, then to the Use that the said *Sophia Caroline Maunsell* should during the joint Lives of the said *Philip Duncombe Pauncefort Duncombe* the Father receive thereout the yearly Rentcharge of Four hundred Pounds, as therein mentioned, and subject thereto, and to a Term of One hundred and twenty Years thereby limited to the said *Charles Bennett Drake Garrard* and
William

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William Thomas Maunsell, for further securing the same, to the Use of the said *Philip Duncombe Pauncefort Duncombe* the Father and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said Trustees and their Heirs during the Life of the said *Philip Duncombe Pauncefort Duncombe* the Father, upon trust to preserve contingent Remainders, and from and after the Decease of the Survivor of them the said *Philip Duncombe Pauncefort Duncombe* the Father, and *Philip Duncombe Pauncefort Duncombe* the Son, to the Use of the said *Sir Henry Foulis* and *George Edmond Maunsell*, their Executors, Administrators, and Assigns, for the Term of One thousand six hundred Years, to be computed from the Decease of such Survivor, upon the Trusts therein and in Part herein-after mentioned concerning the same, with Remainder to the Use of the First Son of the said *Philip Duncombe Pauncefort Duncombe* the Son on the Body of the said *Sophia Caroline Maunsell* to be begotten in Tail Male, with Remainder to the Use of the Second, Third, Fourth, Fifth, and all and every other the Son and Sons of the said *Philip Duncombe Pauncefort Duncombe* on the Body of the said *Sophia Caroline Maunsell* to be begotten, severally and successively according to their respective Seniorities in Tail Male, with Remainder to the Use of the said *Philip Duncombe Pauncefort Duncombe* the Father, his Heirs and Assigns for ever; and by the said Indenture now in recital it was declared that the said Term of One thousand six hundred Years, so as aforesaid limited in Use to the said *Sir Henry Foulis* and *George Edmond Maunsell*, their Executors, Administrators, and Assigns, was so limited to them upon the same Trusts, and for the same Intents and Purposes, and subject to the same Powers and Declarations, as were therein-before expressed and contained concerning the said Term of One thousand five hundred Years therein-before limited and appointed to the said *Sir Henry Foulis* and *George Edmond Maunsell*, their Executors, Administrators, and Assigns, of and in the said Hereditaments comprised in the said First Schedule annexed to the said Indenture now in recital, but so far only as that the said Hereditaments comprised in the said Term of One thousand six hundred Years might be an auxiliary or additional Security for raising the several Sums of Money, Portions, and Maintenance therein-before severally charged upon the said Hereditaments comprised in the said First Schedule to the said Indenture now in recital annexed, to the Intent that in case the said Hereditaments should be insufficient for raising the said Sums of Money, Portions, and Maintenance, or any of them, then and in such Case so much Money as in addition to the Sums which should have been then already raised under the Trusts of the said Term of One thousand five hundred Years should be wanted to complete the said Sum of Two thousand Pounds, Six thousand Pounds, Ten thousand Pounds, or Fifteen thousand Pounds, (as the Case might be,) should be raised under the Trusts of the said

Term

The Pauncefort Duncombe Estate Act, 1853.

Indenture dated the 12th June 1844, hereafter referred to as "the said fifthly-recited Settlement."

Term of One thousand six hundred Years; and in the said Indenture now in recital is contained a Proviso for the Cesser of the said Term of One thousand six hundred Years on the non-arising or on the Performance of the Trusts thereof: And whereas the said Marriage between the said *Philip Duncombe Pauncefort Duncombe* the Son and the said *Sophia Caroline Maunsell* was duly solemnized at *Saint George's Church, Hanover Square*, on the Sixth Day of *May* One thousand eight hundred and forty-four: And whereas by an Indenture (herein-after referred to as the said fifthly-recited Settlement), dated the Twelfth Day of *June* One thousand eight hundred and forty-four, and made or expressed to be made between the said *Philip Duncombe Pauncefort Duncombe* the Son and *Sophia Caroline* his Wife of the one Part, and the said *Charles Bennett Drake Garrard* and *William Thomas Maunsell* of the other Part, in further Exercise of the Powers in that Behalf reserved and contained in the said thirdly-recited Settlement, as herein-before is mentioned, the said *Philip Duncombe Pauncefort Duncombe* the Son appointed unto the said *Sophia Caroline Duncombe*, during her Life, in case she should survive him, One yearly Rentcharge of Four hundred Pounds, in addition to the said yearly Rentcharge of Eight hundred Pounds limited to her during the like Period by the said fourthly-recited Settlement, so as to make up, together with the same, the yearly Sum of One thousand two hundred Pounds, to be issuing out of and charged and chargeable upon all and singular the Manors, Hereditaments, and Premises comprised in the Schedule annexed to the said Indenture now in recital, and the Appurtenances, (which said Schedule is a verbatim Transcript of the First and Second Schedules annexed to the said first-recited Settlement, a Copy whereof is contained in the First Division of the First Schedule annexed to this Act,) and to commence from such and the same Day and Time and to be paid by such equal Portions as in and by the said fourthly-recited Settlement were and are limited and appointed in respect of the said yearly Rentcharge of Eight hundred Pounds thereby appointed, and with such and the same Powers of Distress and Entry for securing the Payment thereof as if the yearly Sum of One thousand two hundred Pounds had been originally appointed to her the said *Sophia Caroline Duncombe* by the said fourthly-recited Settlement, and had been thereby charged upon the said Hereditaments in the said Schedule to the said Indenture now in recital; and it is thereby also declared, that the said annual Sums of Eight hundred Pounds and Four hundred Pounds should be both together in full for the Jointure of the said *Sophia Caroline Duncombe*, and in bar for the Dower, Free Bench, or Widow's Portion which she could or otherwise might have or claim of, in, to, or out of all and every or any of the Freehold or Copyhold or Customary Hereditaments whereof or whereunto the said *Philip Duncombe Pauncefort Duncombe* the Son then was or at any Time or

Times

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Times during the Coverture between them should be seised or entitled for any Estate of Freehold or Copyhold of Inheritance; and by the said Indenture now in recital the said *Philip Duncombe Pauncefort Duncombe* the Son, in further Exercise of the Powers in that Behalf reserved and contained in the said thirdly-recited Settlement, as herein-before is mentioned, appointed that the said *Charles Bennett Drake Garrard* and *William Thomas Maunsell*, their Executors and Administrators, or other the Trustees or Trustee for the Time being of the said Term of Three hundred Years, created by the said fourthly-recited Settlement, should stand possessed of the Hereditaments comprised in the said Term, with their Appurtenances, upon such and the like Trusts, and under and subject to such and the like Provisoos, Declarations, and Agreements, for the Purpose of better securing the said yearly Rentcharge of Four hundred Pounds thereby limited, as were in and by the said fourthly-recited Settlement limited, expressed, and declared of and concerning the Term, for the Purpose of better securing the said yearly Rentcharge of Eight hundred Pounds limited by the same Settlement, and as if the yearly Rentcharge of One thousand two hundred Pounds had been originally limited and appointed by the same Settlement, and the Trusts of the said Term of Three hundred Years had been declared with reference to such yearly Rentcharge of One thousand two hundred Pounds: And whereas the said *Philip Duncombe Pauncefort Duncombe* the Father duly executed his last Will and Testament in Writing, dated the Fourth Day of *March* One thousand eight hundred and forty, and herein-after referred to as "the said recited Will," and after thereby bequeathing to his Wife the said *Sophia Frances Pauncefort Duncombe* an Annuity of Four hundred Pounds during her Life, and certain specific Chattels and Things therein particularly mentioned, he thereby devised and bequeathed the Rest of his Property in the Words following; (that is to say,) "I give my Daughter *Honora* One thousand Pounds, in addition to what she had on her Marriage, and in addition to what she will have by the Marriage Settlement; I give my Daughter *Sophia* Ten thousand Pounds, in addition to her Mother's Fortune, which is settled on her by the Marriage Settlement; I direct my Executors to charge the Real Estates with the Sum wanting to make up the younger Children's Fortunes and Legacies, should there not be a sufficient Sum in Money, or Security for Money, put into their Hands for those Purposes; subject to the Directions of this my Will, I give my Son *Philip* all my Real and Personal Estates, and strictly entail them all on him for his Life and on his Issue, with the Furniture in the Manor House, all Pictures, Plate, Jewels, &c. &c., the same to descend as Heirlooms with the Estate; I thus entail all my Estates, real and personal, on my Son *Philip* and on his Issue, Sons first and their Issue in succession according to Seniority; and in failure of Issue on Daughters in like Manner; in failure of my Son *Philip's* Issue, on any

Will of Philip
Duncombe
Pauncefort
Duncombe
the Father,
dated 4th
March 1840.

[Private.]

7 d

Son

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Son or Sons that I might have, and their Issue, in succession according to Seniority, in manner aforesaid; in failure of Sons and their Issue, I give and entail my Estates, real and personal, on my Daughter *Honora* and her Issue, in succession according to Seniority, in manner aforesaid; in failure of her Issue, on my Daughter *Sophia* and her Issue, in succession according to Seniority in manner aforesaid, and so on to Daughters; provided that whoever comes into possession of my Estates takes for his last Surname the Name of *Duncombe*, and quarters the Arms of *Duncombe*; I give to my Bailiff *Samuel Woods*, for his faithful Services, a Legacy of One hundred Pounds, clear of Duty; I appoint my Wife *Sophia*, the Reverend *Henry Foulis* of *Great Brickhill*, and Sir *Thomas Cotton Sheppard* of *Thornton Hall*, Executors of this my Will, and Guardians of my Children; I direct that Five hundred Pounds shall be given to my Wife as a Legacy, and One hundred Pounds, clear of Duty, to each of the others, as a Memorial, and for their Trouble, and that all and every Expense that is incurred to them in this Business may be charged to the Estate:" And whereas the said *Sophia Frances Pauncefort Duncombe* and Sir *Thomas Cotton Sheppard* both of them departed this Life in the Lifetime of the said *Philip Duncombe Pauncefort Duncombe* the Father, and the said *Philip Duncombe Pauncefort Duncombe* the Father departed this Life on or about the Fifteenth Day of *March* One thousand eight hundred and forty-nine, without having in anywise revoked or altered his said recited Will, leaving the said *Philip Duncombe Pauncefort Duncombe* the Son and *Honora Henrietta Drake Garrard* his only surviving Children by his said First Wife, and *Sophia Pauncefort Duncombe*, now the Wife of *George John Wingfield* of *Wilton Terrace* in the Parish of *Saint George Hanover Square* in the County of *Middlesex*, Esquire, his only surviving Child by his said Second Wife, him surviving, *Mary Venetia Pauncefort Duncombe*, his only other Child by his said Second Wife having died before him an Infant; and the said recited Will was duly proved by the said Sir *Henry Foulis* in the Prerogative Court of the Archbishop of *Canterbury* on the Twenty-sixth Day of *April* One thousand eight hundred and forty-nine: And whereas the said Sum of Ten thousand Pounds raisable in the Events which have happened for the Portion of the said *Honora Henrietta Drake Garrard*, under the Trusts of the said Term of One thousand Years created by the said first-recited Settlement, has not yet been raised: And whereas the said *Henry Bankes*, One of the Trustees of the said Term, departed this Life some Time in the Month of *December* One thousand eight hundred and thirty-four, leaving the said Sir *William Earle Welby* his Co-Trustee him surviving; and the said *Sir William Earle Welby* departed this Life some Time in the Month of *November* One thousand eight hundred and fifty-two, having first duly executed his last Will and Testament, dated the Sixteenth Day of *February* One thousand eight

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eight hundred and fifty-two, whereby he appointed Sir *Glynne Earle Welby* Executor thereof, who duly proved the same in the Prerogative Court of the Archbishop of *Canterbury* on the Fourth Day of *December* One thousand eight hundred and fifty-two: And whereas there are now Issue of the said Marriage between the said *Philip Duncombe Pauncefort Duncombe* the Son and the said *Sophia Caroline Pauncefort* his Wife Three and only Three Children, *videlicet*, *Philip Henry Pauncefort Duncombe* their only Son, now an Infant of the Age of Three Years or thereabouts, and *Caroline Alicia Georgiana Pauncefort Duncombe*, now an Infant of the Age of Six Years or thereabouts, and *Isabel Margareta Cockayne Pauncefort Duncombe*, now an Infant under the Age of One Year: And whereas the said *Honora Henrietta Drake Garrard* has not at present any Issue: And whereas the said *Sophia Wingfield* hath Issue only One Child, *videlicet*, *Honora Emily Wingfield*, an Infant under the Age of One Year: And whereas the said *Philip Duncombe Pauncefort Duncombe* the Father at the Time of his Decease was seised or otherwise entitled of or to the Manors and Freehold Hereditaments mentioned and comprised in the First, Second, and Third Divisions of the First Schedule annexed to this Act, and the Appurtenances, for an Estate of Inheritance in Fee Simple in remainder or reversion expectant on the Decease of the said *Philip Duncombe Pauncefort Duncombe* the Son, and the Failure of Issue Male of his said Son, and subject as to so much of the said Hereditaments as were comprised in the said Term of One thousand Years limited by the said first-recited Settlement to the said Sir *William Earle Welby* and *Henry Bankes*, their Executors, Administrators, and Assigns, to the raising of the said Sum of Ten thousand Pounds and Interest for the Portion of the said *Honora Henrietta Drake Garrard*, and to the Trusts of the said Term for securing the same, and subject also as to so much of the said Hereditaments as were comprised in the said fourthly and fifthly recited Settlements, or either of them, and were charged therewith respectively, to the said yearly Rentscharge of Eight hundred Pounds and Four hundred Pounds respectively, limited by way of Jointure to the said *Sophia Caroline Pauncefort Duncombe* in case she shall survive her said Husband, and to the Portions for the younger Children of the said *Philip Duncombe Pauncefort Duncombe* the Son by the said *Sophia Caroline* his Wife, respectively charged and made raisable by the said fourthly and fifthly recited Settlements, and to the respective Terms of Three hundred Years, One thousand five hundred Years, One hundred and twenty Years, and One thousand six hundred Years, by the said fourthly-recited Settlement respectively limited to the said *Charles Bennett Drake Garrard* and *William Thomas Maunsell*, and to the said Sir *Henry Foulis* and *George Edmond Maunsell* respectively, for securing the same respectively, and subject also, as to the Hereditaments mentioned and comprised in the said Second Division of the said

First

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Philip
Duncombe
Pauncefort
Duncombe
the Father
possessed at
his Decease
Heredita-
ments
specified in
Second
Schedule
absolutely.

First Schedule annexed to this Act, to such of the Powers created by the said thirdly-recited Settlement as were then for the Time being subsisting, and he was also seised or otherwise entitled of or to the Copyhold or Customary Hereditaments mentioned and comprised in the Second Division of the said First Schedule annexed to this Act, and the Appurtenances, for an Estate of Inheritance in Fee Simple, according to the Custom of the respective Manors of which the same are respectively Parcel, but subject (as is apprehended) in Equity to the Limitations in the said thirdly-recited Settlement contained in favour of the said *Philip Duncombe Pauncefort Duncombe* the Son, and his Issue Male, and to the Powers created by the same Settlement, so far as the same are applicable to the said Copyhold or Customary Hereditaments, and to the Charges and Terms of Years respectively created by the said fourthly and fifthly recited Settlements, or One of them, upon such of the Hereditaments comprised in the said thirdly-recited Settlement as are also comprised in the said fourthly and fifthly recited Settlements: And whereas the said *Philip Duncombe Pauncefort Duncombe* the Father at the Time of his Decease was also seised or otherwise entitled of or to the Manors and Freehold Hereditaments mentioned and comprised in the First Division of the Second Schedule annexed to this Act, and the Appurtenances, for an Estate of Inheritance in Fee Simple in possession, free from Incumbrances (except the yearly Tenancies of the respective Tenants or Occupiers thereof), and of or to the Copyhold or Customary Hereditaments comprised in the same Division of the same Schedule for a like Estate of Inheritance in Fee Simple in possession, free from Incumbrances (except such Tenancies as aforesaid), according to the Custom of the respective Manors of which the same Copyhold or Customary Hereditaments are respectively Parcel, and he was also entitled to the Leasehold Hereditaments mentioned and comprised in the Second Division of the said Second Schedule annexed to this Act, and the Appurtenances, for the absolute Interest therein during the long Terms for Years respectively created by the respective Leases under which the same are respectively holden, and he was also absolutely entitled to considerable Personal Estate: And whereas in or about the Month of *April* One thousand eight hundred and forty the said *Philip Duncombe Pauncefort Duncombe* the Father contracted with the Right Honourable *Chandos Lord Leigh* or his Trustees for the absolute Purchase of the Hereditaments specified in the First Division of the Third Schedule to this Act annexed, and the Appurtenances, and the Inheritance thereof in Fee Simple in possession, free from Incumbrances, and in or about the Month of *September* One thousand eight hundred and forty-eight he contracted with *William Stanger* of *Fleet* in the said County of *Lincoln* for the absolute Purchase of the Hereditaments specified in the Second Division of the same Third Schedule, and the Appurtenances, and the Inheritance thereof in Fee Simple

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Simple in possession, free from Incumbrances, but neither of the said Contracts has yet been completed: And whereas since the Decease of the said *Philip Duncombe Pauncefort Duncombe* the Father the said *Philip Duncombe Pauncefort Duncombe* the Son has been duly admitted Tenant of or to all the Copyhold or Customary Hereditaments mentioned and comprised as well in the Second Division of the said First Schedule annexed to this Act as in the First Division of the said Second Schedule annexed to this Act, according to the Custom of the respective Manors of which the same Copyhold or Customary Hereditaments are respectively Parcel: And whereas the said Sir *Henry Foulis*, as such surviving Executor of the said *Philip Duncombe Pauncefort Duncombe* the Father as aforesaid, has duly collected and got in the Money and Debts belonging and due to him at the Time of his Decease (except such Debts as could not be immediately realized), and converted into Money all his Personal Estate not consisting of Money (except the Leasehold Hereditaments held under long Terms for Years, mentioned and comprised in the said Second Division of the said Second Schedule annexed to this Act, and except the Furniture in the said Manor House, and the other Articles by the said recited Will specifically bequeathed to descend as Heirlooms with the Estate), and with and out of the Monies arising or produced therefrom has duly paid all the Debts of the said *Philip Duncombe Pauncefort Duncombe* the Father, and his Funeral Expenses, and the Expenses incident to the proving of his said recited Will and the pecuniary Legacies (except the lapsed Legacies) thereby bequeathed, and with and out of the same Monies has from Time to Time purchased in his own Name divers Sums of Three Pounds *per Centum* Consolidated Annuities, amounting altogether to the Sum of Seven thousand two hundred and thirty-one Pounds Eleven Shillings and Fivepence of the said Annuities now standing in his Name in the Books of the Governor and Company of the Bank of *England*; and which said Sum of Annuities, together with a Sum of Cash standing to the Credit of the said Sir *Henry Foulis* in the Hands of his Bankers, Messieurs *Strachan* and Company, and certain Sums deposited until the Completion of the said herein-before mentioned Purchases from Lord *Leigh* or his Trustees and the said *William Stanger*, and the Debts still due to the said Testator's Estate, so far as the same are capable of being realized, and the said Leasehold Hereditaments comprised in the said Second Division of the said Second Schedule annexed to this Act, and the Furniture in the said Manor House, and the other Articles by the said Will specifically bequeathed to descend as Heirlooms with the Estate, now constitutes the entire Residue of the Personal Estate of the said *Philip Duncombe Pauncefort Duncombe* the Father: And whereas there are no ordinary Powers of leasing, selling, or exchanging, or any other ordinary Powers for managing the Estates comprised in the First Three Schedules

[*Private.*]

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to

The Pauncefort Duncombe Estate Act, 1853.

to this Act, or any Part thereof, contained in the said recited Will: And whereas Portions of the Estates specified in the Fourth Schedule to this Act are situate near the *Bletchley* Station on the *London and North-western* Railway, and other Portions thereof are situate near the *Fenny Stratford* Station on the *Bedford and Bletchley* Railway, or near the Point where the Lines of the said *Bedford and Bletchley* Railway and the *Buckinghamshire* Railway respectively diverge from the Line of the said *London and North-western* Railway, and there is a Probability that they may from Time to Time be advantageously laid out and appropriated for Building Purposes; and other general Improvements: And whereas it would be for the Benefit of the said *Philip Duncombe Pauncefort Duncombe* the Son, and of the other Persons who may successively become entitled to the said Estates under the Limitations or Trusts of the said recited Will, if such Powers of laying out the Portions of the Estates specified in the said Fourth Schedule to this Act for Building and Improving Purposes, and for building and repairing and reinstating Houses, and for making Roads, Sewers, Drains, and other durable Improvements, and for granting Leases for all or any of such Purposes, were granted as are herein-after granted: And whereas many Portions of the Estates, more particularly those situate in the Counties of *Lincoln*, *Warwick*, and *Northampton*, and in the Parishes of *Great Marlow* and *Ellesborough*, in the said County of *Buckingham*, lie scattered and dispersed separated from each other and from the Bulk of the Family Estates, and it would be for the Benefit of the said *Philip Duncombe Pauncefort Duncombe* the Son, and of such other Persons as aforesaid, if not only such Powers of leasing for Twenty-one Years, and in relation to Timber, but also (excepting as to the Estates in the respective Parishes of *Great Brickhill*, *Little Brickhill*, *Bow Brickhill*, *Stoke Hammond*, and *Soulburry* otherwise *Solbury*, and the Townships of *Bletchley*, *Water Eaton*, and *Fenny Stratford* in the Parish of *Bletchley*, all in the said County of *Buckingham*, and in the Parish of *Leighton Buzzard* in the County of *Bedford*,) such Powers of Sale and Exchange, with such Clauses and Authorities, as are herein-after contained in relation thereto respectively, for facilitating the Execution of the same Powers respectively, should be respectively granted as are herein-after granted: And whereas it is also expedient that the said *Sir Henry Foulis*, *George John Wingfield*, and *Thomas Philip Maunsell* of *Thorpe Malsor* in the County of *Northampton*, Esquire, should be appointed the First Trustees of this Act, for the Purposes herein-after mentioned, and that such Powers in relation to the Appointment of Trustees from Time to Time as Occasion may require, and to the Indemnity of the Trustees and Trustee for the Time being of this Act, and otherwise, should be respectively granted as are herein-after granted: And whereas the Estates comprised in the said recited Settlements respectively lie intermixed with the Estates not
comprised

The Pauncefort Duncombe Estate Act, 1853.

comprised therein, and in various Instances Portions of such Estates respectively are held together by the same Tenant, and the respective Boundaries thereof cannot be easily ascertained; and it would be highly advantageous if the several Powers, Clauses, and Authorities herein-after granted were made exercisable, but nevertheless only within the Limits within which they are herein-after respectively made exercisable, as well over or in relation to the unsettled Estates as also over or in relation to the settled Estates, and not only when the settled Estates shall have become subject to the Limitations of the said recited Will, but also whilst the same shall continue subject to the Uses and Limitations of the said recited Settlements respectively: And whereas it would be also beneficial that the same Powers, Clauses, and Authorities should be extended to and be exercisable over the Hereditaments mentioned and comprised in the said Third Schedule annexed to this Act, subject and without Prejudice to the Right (if any) of the said *Henry Foulis* as such surviving Executor as aforesaid to waive or decline the Completion of the said Contracts or either of them: And whereas those Portions of the Estates which are situate in the Parish of *Bletchley* in the said County of *Buckingham*, and in the respective Parishes of *Wytham-on-the-Hill*, *Braceborough*, and *Bourne*, in the said County of *Lincoln*, are capable of great Improvement by draining, and the Houses and Farm Buildings in the respective Farms of *Wytham* and *Bothorpe Park*, and at *Bourne*, and at *Long Sutton*, all in the said County of *Lincoln*, and at *Eaton Leys* and elsewhere in the said Parishes of *Great Brickhill* and *Bletchley* in the said County of *Buckingham*, are in a State requiring extensive Repairs: And whereas the Messuage, Farm Lands, and Hereditaments specified in the Fifth Schedule to this Act, some Time since purchased by the said *Philip Duncombe Pauncefort Duncombe* the Son, lie immediately contiguous to the Bulk of the Estates in the Parish of *Great Brickhill* and *Bletchley* aforesaid, and would form a very convenient and advantageous Addition thereto: And whereas it would be beneficial to the Persons for the Time being entitled thereto under the said recited Will if Power were given to the said *Henry Foulis*, or other the Executor or Administrator for the Time being of the said *Philip Duncombe Pauncefort Duncombe* the Father, deceased, to sell and convert all or any Part of the said Three Pounds *per Centum* Consolidated Annuities so standing in his Name as aforesaid, and to apply as well the said Sum of Cash in the Hands of his Bankers, and the said Sums deposited until the Completion of the said Purchases from Lord *Leigh* or his Trustees and the said *William Stanger*, as the Monies produced by the Sale of the said Annuities, (after Payment thereof of the Costs, if any, of the said Executorship still remaining unpaid, and the Costs and Expenses incident to the preparation and passing of this Act, and to the Completion of the said Purchases or either of them,) either in the draining of all or any

Part

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Part of the Estates within the said Parish of *Bletchley*, or in the said Parishes of *Wytham-on-the-Hill*, *Braceborough*, and *Bourne* respectively, or in the Reparation or rebuilding of any of the Houses and Farm Buildings in or upon the respective Farms of *Wytham* and *Bothorpe Park* aforesaid, and at *Bourne* and *Long Sutton*, in the said County of *Lincoln*, and at *Eaton Leys* and elsewhere in the said Parishes of *Great Brickhill* and *Bletchley* respectively, or any of them, or in the Purchase of all or any Part of the Hereditaments specified in the Fifth Schedule to this Act, and the Appurtenances, and any other Lands in the said County of *Bucks* convenient to be held with the Lands for the Time being subject to the Uses or Limitations of the said recited Settlements or Will respectively, such Hereditaments to be settled to such Uses, upon such Trusts, and under and subject to such Provisoes and Declarations as will best or most nearly correspond with the Trusts, Provisoes, and Declarations which under the said recited Will would for the Time being have been subsisting concerning the Money laid out in the Purchase of such Hereditaments if the same had not been for the Time being so laid out therein: And whereas the said several Purposes cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said Sir *Glynne Earle Welby*, as such Trustee of the said Term of One thousand Years created by the said first-recited Settlement, as herein-before is mentioned; the said *Charles Bennett Drake Garrard* and *Honora Henrietta* his Wife; the said *Philip Duncombe Pauncefort Duncombe* the Son, on behalf as well of himself as of his infant Children the said *Philip Henry Pauncefort Duncombe*, *Carolina Alicia Georgiana Pauncefort Duncombe*, and *Isabel Margareta Cockayne Pauncefort Duncombe*; the said *Sophia Caroline Pauncefort Duncombe*; the said *Charles Bennett Drake Garrard* and *William Thomas Maunsell*, as such Trustees of the said respective Terms of Three hundred Years and One hundred and twenty Years respectively, created by the said fourthly-recited Settlement, as herein-before is mentioned; and the said Sir *Henry Foulis* and *George Edmond Maunsell*, as such Trustees of the said respective Terms of One thousand five hundred Years and One thousand six hundred Years respectively, created by the said fourthly-recited Settlement, as herein-before is mentioned; the said *George John Wingfield* and *Sophia* his Wife; and the said *George John Wingfield*, on behalf of his infant Daughter the said *Honora Emily Wingfield*; and the said Sir *Henry Foulis* as such surviving Executor and Trustee of the Will of the said *Philip Duncombe Pauncefort Duncombe* the Father, 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, as follows; (namely,)

I. That

The Pauncefort Duncombe Estate Act, 1853.

I. That in citing this Act for any Purpose it shall be sufficient to use the Expression "The *Pauncefort Duncombe Estate Act, 1853.*" Short Title.

II. That the Words and Expressions herein-after mentioned shall in this Act, except where the Nature of the Provision or the Context shall exclude such Construction, be interpreted as follows; namely, Interpretation of Terms.

The Expression "the Lands" shall include the Manors, Messuages, Lands, and Hereditaments for the Time being subject to all or any of the then for the Time being subsisting Uses and Limitations of the said recited Settlements and Will respectively, or any of them:

The Expression "the Owner" shall mean the Person who under the Uses or Limitations of the said thirdly and fourthly recited Settlements, and the said recited Will, or any or either of them, shall for the Time being be entitled for Life or as Tenant in Tail to the actual Possession or to the Receipt of the Rents and Profits of the Lands, and if for the Time being a Female, whether she shall or shall not be for the Time being married:

The Expression "the Trustees" shall mean the Trustees or Trustee of this Act for the Time being:

The Expression "Building Purposes" shall include the several Purposes of building, rebuilding, repairing, or otherwise improving, and all other Purposes whatsoever for which Leases for Building Purposes are by this Act authorized to be made:

The Expression "Building Lands" shall exclusively mean the Lands specified in the Fourth Schedule to this Act.

III. That the said Sir *Henry Foulis*, *George John Wingfield*, and *Thomas Philip Maunsell* be the First Trustees for the Purposes of this Act. Appointment of First Trustees for Purposes of this Act.

IV. That as often as any of the Trustees shall die, or go to reside beyond the Seas, or desire to be discharged from or refuse or decline or become incapable to act in the Trusts hereby in them respectively reposed, before the same shall be fully executed, it shall be lawful for the High Court of Chancery, in a summary Way, upon the Petition of the Owner, if for the Time being of full Age, or if such Owner shall for the Time being be under Age, then upon the Petition of his or her Guardian for the Time being, to appoint any Person or Persons to be a Trustee or Trustees in the Place of the Trustee or Trustees so dying, or going to reside beyond the Seas, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid; and every such new Trustee shall have all the Powers and Authorities of the Trustee in whose Room he shall be substituted. Power of appointing new Trustees.

[*Private.*]

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V. That

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Power to
lease for
Twenty-one
Years.

V. That the Owner, if for the Time being of full Age, or, if such Owner shall for the Time being be under Age, the Trustees, may from Time to Time make any Lease of any Part of the Lands for any Term not exceeding Twenty-one Years, to take effect in possession immediately or within Three Months after the making thereof, and at the best Rent that can be reasonably obtained for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, so that the Rent be made payable half-yearly or oftener, and so that there be thereby reserved Powers of Distress and Entry, for securing the Payment of the Rent and the Performance and Observance of the Lessee's Covenants therein contained, and so that the Lessee be not thereby made dispunishable for Waste, and do execute a Counterpart of the Lease.

Power to
appropriate,
&c. Lands
for Building
Purposes.

VI. That the Owner, if of full Age, or, if such Owner shall for the Time being be under Age, the Trustees, may from Time to Time appropriate and lay out any Part or Parts of the Building Lands for Building Purposes, and may embank, drain, fence, plant, and otherwise improve the same, and may lay out any Part or Parts thereof as and for Squares, Crescents, Streets, Roads, Ways, and other open Spaces, Embankments, Sewers, Drains, and Watercourses, and other Conveniences, for the general Benefit of the Building Lands, and lay out the same or any other Parts thereof as Lots for building on, or in such other Manner in all respects as he, she, or they may deem advantageous for any of the Purposes of this Act, and may maintain, renew, repair, alter, and improve such Improvements, Squares, Crescents, Streets, Roads, Ways, open Spaces, Embankments, Sewers, Drains, Watercourses, and Conveniences respectively.

General
Deeds of
Appropriation
of Lands
for Building
Purposes.

VII. That, for the Purpose of any such general Improvement and Accommodation, the Owner, if of full Age, or, if such Owner shall for the Time being be under Age, the Trustees, may from Time to Time, by general Deeds, to be sealed and delivered by him, her, or them, and to be enrolled in Her Majesty's High Court of Chancery within Six Months from the Day of the Date thereof respectively, declare the Mode, Terms, and Conditions of such general Improvement and Accommodation, and of the Enjoyment of the Benefits thereof, and grant such Liberties, Privileges, Easements, and Conveniences in that Behalf as he, she, or they may deem reasonable, and may, if he, she, or they think fit, demise or limit the Portions of the Building Lands for the Time being appropriated for the Purpose of any such general Improvement and Accommodation, or any Parts thereof, to any Person, for any Term of Years not exceeding Ninety-nine Years, upon such Trusts, and with such Provisions for securing all or any of the Objects of any such general Deed, as he, she, or they

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they may think reasonable, but so that every such general Deed be made with a view to the general Benefit of the Estates.

VIII. That the Owner, if of full Age, or, if such Owner shall for the Time being be under Age, the Trustees, may from Time to Time, in accordance with the Provisions of this Act, lease all or any Part of the Building Lands to any Persons willingly substantially to improve or repair any Building or Construction thereon, or to erect or make any Building or Construction in lieu of or in addition to any Building or Construction thereon, or to erect or make any Building or Construction on any Part of the Building Lands not for the Time being built on, or willing to annex any Part of the Building Lands for Gardens, Yards, Courts, Pleasure Grounds, or other Conveniences to any Building or Construction on any adjoining Hereditaments, or otherwise to improve the Building Lands or any Part thereof.

Power to lease for Building Purposes.

IX. That every Letting from Time to Time for Building Purposes may be made either by Public Auction or by Private Contract, and subject to such Conditions, whether ordinary or special, and such reserved Buildings, as the Owner, if of full Age, or, if such Owner shall for the Time being be under Age, as the Trustees may think advantageous.

Such Lettings may be by Public Auction or Private Contract.

X. That the several Leases for Building Purposes may respectively be made for any Terms of Years absolute not exceeding Ninety-nine Years, and in consideration of the best yearly Rents, to be incident to the Reversion, that can be reasonably obtained for the same.

Terms which may be granted in Leases for Building Purposes.

XI. That the First Payment of any yearly Rent reserved in any Lease for Building Purposes may be made to become payable on any Day not exceeding Two Years and a Half from the Day of the Date of the Lease, and to increase periodically, beginning with such Portion of the full yearly Rent to be ultimately payable, and so increasing up to the full yearly Rent reserved, as the Owner or (as the Case may be) the Trustees, having regard to the Progress of the Improvements to be made, and the other Circumstances of the Case, may think reasonable, but so that the full yearly Rent be made payable on a Day not later than Five Years from the Day of the Date of the Lease.

Rents may increase periodically.

XII. That the Owner, if of full Age, or, if such Owner shall for the Time being be under Age, the Trustees, may from Time to Time, if and as he, she, or they may think advantageous, grant to the respective Lessees for Building Purposes, their Executors, Administrators, and

Power to grant to Lessees for Building Purposes the Liberties herein mentioned.

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Assigns, all or any of the following Liberties, Easements, and Privileges; namely,

Liberty to take down or remove all or any Part of the Buildings or Constructions on the Land leased, and to apply and dispose of the Materials thereof to any Uses and Purposes agreed on:

Liberty to set out and allot any Parts of the Land leased as and for the Sites of Markets, Squares, Crescents, and other open Spaces, Streets, Roads, Ways, Avenues, Passages, Embankments, Wharfs, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, and otherwise for the Use and Convenience of the Occupiers of the Lands leased, or for the general Improvement of the Estates:

Liberty to make, lay, or use, in or under any Part or Parts of the Building Lands so set out and allotted, or not then already leased, or then already leased so far as the Reservations or Provisions in the Lease or Leases for the Time being subsisting thereof will authorize, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences for any then present or future Buildings or Constructions:

Liberty to dig, take, and carry away, in and out of the Lands leased, any such Building Stone, Earth, Clay, Sand, Loam, Gravel, and other Substances as it may be necessary or convenient to remove for effecting any of the Purposes authorized by the Lease:

Liberty to dig and excavate any Building Stone, Earth, Clay, Sand, Loam, Gravel, and other Substances out of any convenient Part of the Lands leased, and to manufacture the same into Bricks, Tiles, and other Materials to be used in improving those Lands:

Liberty to fell, lop, or cut, and to carry away and use, any Timber and other Trees, Shrubs, and Plants on the Lands leased.

Liberty to alter and reconstruct all or any Part of any Building comprised in any such Lease, so as such Alteration or Reconstruction be made with the Privity and to the Satisfaction of the Owner, or (as the Case may be) of the Trustees, or of his, her, or their respective Surveyors or Agents:

Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements over, in, through, under, and affecting any Part or Parts of the Building Lands not then already leased or then already leased, so far as the Reservations or Provisions in the Lease or Leases for the Time being subsisting thereof will authorize:

Any other Liberties, Easements, and Privileges usual or proper in Leases for like Purposes, or which the Owner or (as the Case may be) the Trustees granting the Lease may think reasonable.

Reservations
which may
be made in

XIII. That the Owner, if of full Age, or, if such Owner shall for the Time being be under Age, the Trustees, may from Time to Time, if

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if and as he, she, or they may think advantageous, make in the Leases for Building Purposes or any of them all or any of the following Reservations; namely, Leases for Building Purposes.

Reservations of Rights or Powers for the Owner, or the Trustees from Time to Time, or the Lessees or Occupiers for the Time being of any other Portions of the Building Lands, to make, lay, and use, in and under any Parts of the Lands leased, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences for any then present or future Buildings or Constructions:

Reservations of Rights or Powers for the Owner or the Trustees to grant to the Lessees of any other Parts of the Building Lands any Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements over, in, through, under, and affecting the Lands leased:

Reservations of all or any of the Timber and other Trees on the Lands leased, and of such Rights or Powers with respect to such Timber and other Trees as are consistent with the Powers given by this Act with respect to the same:

Any other Reservations usual or proper in Leases for the like Purposes, or which the Owner or (as the Case may be) the Trustees granting the Lease may think reasonable.

XIV. That the Leases for Building Purposes may, as the Owner, if for the Time being of full Age, or if such Owner shall for the Time being be under Age, as the Trustees may think advantageous, be made either with or without Covenants by or on the Part of the respective Lessees to contribute towards the making and keeping in repair, ornamenting and embellishing, of any Squares, Crescents, or other open Spaces, Roads, Ways, Avenues, Passages, Embankments, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences, in, upon, through, under, or over any Parts of the Building Lands, and either with or without Covenants or Stipulations by or on the Part of the Owner or the Trustees as to the Mode in which any Part of the Building Lands shall be laid out, built upon, used, or improved. Covenants which may be inserted in Leases for Building Purposes.

XV. That there shall be contained in the Leases for Building Purposes the following Covenants by the respective Lessees; namely, Covenants which must be inserted in Leases for Building Purposes.

A Covenant for the Payment of the yearly Rent:

A Covenant for the Payment of all Landlord's and Tenant's Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever (except only Landlord's Property Tax or Income Tax) affecting or to affect the Lands leased:

A Covenant to keep the Buildings or Constructions on the Lands Leased insured against Damage by Fire to the Amount of Three Fourths at least of the Value thereof in One of the following

[Private.] Fire

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Fire Insurance Offices ; namely, the *London Assurance Corporation*, the *Globe Insurance Company*, the *Sun Fire Office*, and the *Phœnix Fire Assurance Company*, or some other respectable Insurance Office from Time to Time approved by the Owner or the Trustees :

A Covenant to lay out the Money received by virtue of such Insurance, and such other Money as may be requisite, in substantially rebuilding, repairing, or reinstating the Buildings or Constructions destroyed or damaged by Fire :

A Covenant to yield up, on the Expiration or other sooner Determination of the Term granted, the Possession of the Lands leased, with the Buildings, Constructions, and Improvements to be made, improved, repaired, built, or rebuilt thereon, in good Repair and Condition :

In every Lease for the Purpose of having any Building or Construction made upon the Lands therein comprised a Covenant to make and finish, within a Time therein for that Purpose specified, and to keep in repair during the Term granted, the Building or Construction agreed to be made :

In every Lease for the Purpose of having any Building or Construction improved, repaired, or rebuilt, a Covenant to improve, repair, and rebuild, within a Time therein for that Purpose specified, and to keep in repair during the Term granted, the Building or Construction agreed to be improved, repaired, or rebuilt :

In every Lease for any other Improvement, a Covenant to make such Improvements within a Time for that Purpose therein specified.

Powers, &c. which must be contained in Leases for Building Purposes.

XVI. That there shall be contained in the Leases for Building Purposes Powers, Conditions, Covenants, or Provisoes for the following Purposes ; namely,

For the Owner or the Trustees, or his, her, or their respective Surveyors or Agents, to enter at least twice in every Year upon the Lands leased, and to inspect the Condition thereof, and of all Buildings, Constructions, and Improvements thereon :

For the Owner or the Trustees to re-enter and take the Rents and Profits, or to re-enter absolutely, for Nonpayment of the yearly Rent reserved, or for Breach of any of the Lessee's Covenants, or of such One or more of the said Covenants as shall be specified in the Proviso for Re-entry :

And there may be contained,

Powers, &c., which may be contained in any such Lease.

A Proviso that Breach of any such Covenants (except the Covenant for Payment of the yearly Rent, and such other Covenants, if any, as the Parties agree to except,) shall not give any such Right of Re-entry unless or until Judgment be obtained in an Action for Breach of such Covenant, and the Damages be assessed,

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assessed, and the Damages and Costs recovered therein remain unpaid for Three Months after the assessing of such Damages:

Powers or Provisions that, in case of Breach of any Covenant to insure any Building or Construction against Damage by Fire, or to rebuild, repair, or reinstate any Building or Construction destroyed or damaged by Fire, the Owner or the Trustees may insure, rebuild, repair, or reinstate such Buildings or Constructions according to the Terms of the Covenant, and may recover all Costs, Charges, and Expenses of and incident to such insuring, rebuilding, repairing, or reinstating by Entry upon the Lands leased, and Distress, or Perception of Rents and Profits, or by Action or other Proceeding against the Lessee or his Representatives:

Any other Powers, Conditions, Covenants, and Provisions usual or proper in Leases for the like Purposes, or which the Owner or (as the Case may be) the Trustees granting the Lease may think reasonable.

XVII. That a Counterpart of every Lease for Building Purposes shall be executed by the Lessee, and be delivered to the Owner or (as the Case may be) the Trustees granting the Lease of which the same shall be the Counterpart.

Counterparts to be executed.

XVIII. That the Owner (if of full Age), or, if such Owner shall for the Time being be under Age, the Trustees, may from Time to Time enter into Contracts in Writing for leasing any Part or Parts of the Estates for Building Purposes, according to the Provisions of this Act; and every such Contract may contain an Agreement that the Person with whom the Contract is made may during the Continuance thereof have, exercise, or enjoy all or any of the Liberties to be expressed in the Contract which are by this Act authorized to be granted to Lessees for Building Purposes.

Contracts for Leases for Building Purposes may be entered into.

XIX. And every such Contract for Building Purposes shall contain Clauses or Conditions to the following Effect; namely,

Clauses to be contained in Contracts for Leases for Building Purposes.

That the Owner or the Trustees may vacate the Contract as to and may re-enter upon such Part of the Land therein comprised, and not for the Time being actually leased in pursuance thereof, as is not within a reasonable Time, to be therein expressed, improved as thereby stipulated:

That the Person to whom the Lease ought according to the Contract to be made shall within a reasonable Time, to be therein expressed, accept such Lease, and execute a Counterpart thereof, and pay a reasonable Proportion (not less than One Half) of the Charges of preparing the Lease and the Counterpart respectively:

That

The Pauncefort Duncombe Estate Act, 1853.

That in default of such Acceptance, Execution, and Payment, the Contract as to the Land for the Time being not actually leased in pursuance thereof shall be void.

Contracts to be carried into effect by Leases.

XX. That every such Contract for Building Purposes shall, except as by this Act otherwise provided, be carried into effect by Leases in pursuance thereof, and according to the Powers and Provisions applicable thereto of this Act.

New Contracts may be made for Building Purposes.

XXI. That the Owner, if of full Age, or, if such Owner shall for the Time being be under Age, the Trustees, may from Time to Time make any new Contract with respect to any Land theretofore contracted to be leased for Building Purposes, with any Person for the Time being entitled to the Benefit of the then existing Contract, and by way of Addition to or Explanation or Alteration of all or any of the Terms and Conditions of the then existing Contract, but so that such Contract, when so added to, explained, or altered, be conformable to the Provisions of this Act.

General Terms of Contracts for Building Purposes.

XXII. That the Contracts with respect to Leases for building Purposes which the Owner or (as the Case may be) the Trustees may from Time to Time make, may, except as by this Act otherwise provided, contain all such Terms and Conditions as the Owner or the Trustees entering into the same may think advantageous; and the Owner, if of full Age, or, if such Owner shall for the Time being be under Age, the Trustees, may from Time to Time (but subject and without Prejudice to the Rights of the other contracting Parties who shall not consent to such Alteration, Rescinding, or Abandonment, so far as such Rights may be for the Time being subsisting according to the Rules of Law or Equity,) alter, rescind, and abandon, either on Terms or gratuitously, as he, she, or they may think advantageous, any such Contract, or any of the Terms and Conditions thereof: Provided always, that no such Contract shall contain any Term or Condition obligatory on the Owner or the Trustees to which he, she, or they may not be by this Act authorized to give Effect by or in a Lease.

Conditions of Re-entry may be restricted to Part of the Lands.

XXIII. That no Lease of any Part of the Lands, and no Contracts for any such Lease, shall be void, defeasible, or questionable on the Ground that any Condition or Right of Re-entry for Nonpayment of Rent, or for any Breach of Covenants or Agreements therein contained, is thereby or by virtue of this Act restricted to that Part of the Lands leased, or contracted so to be, in respect whereof such Nonpayment or Breach may happen, or is otherwise restricted to a Part only of the Lands leased.

XXIV. That

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XXIV. That, notwithstanding the Avoidance as to Part only of the Lands leased or contracted to be leased of any such Lease or Contract for a Lease, by virtue of any such Condition or Right of Re-entry, and notwithstanding the Reconveyance, Assignment, Surrender, or Relinquishment of Part only of the Lands leased or contracted to be leased, the Condition or Right of Re-entry and the other Conditions (if any) reserved in such Lease or Contract shall remain in force as to such Portions of the Land therein originally comprised as shall from Time to Time continue to be held by virtue of such Lease or Contract, and shall be considered to be apportioned so as to be available on Nonpayment of the Rent or Nonobservance or Nonperformance of the Covenants for the Time being payable or to be observed and performed respectively for or in respect of the Portions of the Lands originally leased or contracted to be leased which for the Time being shall continue to be held by virtue of such Lease or Contract, in the same Manner as if such Condition or Right of Re-entry and other Condition had been originally exclusively reserved over or in respect of the same Portions only of the said Lands so continuing to be held by virtue of such Lease or Contract.

Conditions of Re-entry, &c. to be apportionable.

XXV. That no Underlease of any Part of the Lands comprised in any original Lease for Building Purposes shall be liable to Forfeiture, or the Operation of any Condition or Right of Re-entry, for Nonpayment of Rent or Breach of Covenant, unless and except only so far as such Nonpayment or Breach happens with respect to the Lands comprised in the Underlease or some Part thereof, and no such Nonpayment or Breach with respect to the Lands comprised in any such Underlease shall work a Forfeiture or give a Right of Re-entry with respect to any Land comprised in the original Lease, and not comprised in the Underlease, and the Condition or Right of Re-entry in or under the original Lease, for any such Nonpayment or Breach shall not work a Forfeiture or give a Right of Re-entry with respect to any Land comprised in the original Lease, and not comprised in the Underlease, and the Condition or Right of Re-entry in or under the original Lease for any such Nonpayment or Breach, shall accordingly be apportionable and apportioned so as to have distinct and exclusive Operation with respect to the Part comprised in the Underlease of the Lands comprised in the original Lease, as if the original Lease had originally comprised that Part alone.

Underleases not to be forfeited for Nonpayment of Rent, &c. in respect of Lands not comprised therein.

XXVI. That whensoever the Possession of any Part of the Estates leased or contracted to be leased for Building Purposes under this Act is by the Owner or the Trustees resumed or recovered, the same shall

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thereupon

Lands of which Possession shall be recovered may be again

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disposed of
under the
Act.

thereupon become subject to be from Time to Time thereafter dealt with and disposed of under this Act.

Certificates
of Owner or
of Trustees
to be Evi-
dence of
Counterparts
of any Leases
under Act.

XXVII. That the Certificate in Writing of the Owner or (as the Case may be) of the Trustees acknowledging the Receipt by him, her, or them of any Counterpart of a Lease executed under this Act, shall be conclusive Evidence that such Counterpart was duly executed and delivered to the Owner or the Trustees, as the Case may be.

Power to
enter and
cut Timber
for Sale.

XXVIII. That the Trustees, on the Request of the Owner, if of full Age, or if such Owner shall for the Time being be under Age, then at their own Discretion, may from Time to Time enter into and upon any of the Lands whereupon any Timber or other Trees are or shall be standing or growing, and fell or cut down, or cause to be felled or cut down, all and every such Timber Trees and Pollards as shall be at their full Growth and Height of Improvement, or in a State of Decay, or which ought to be cut down for the Improvement of other Timber and Trees, and sell and dispose of the same for such Price or Prices as the Trustees shall think reasonable, and shall pay the net Proceeds to arise by such Sale or Sales (after paying the Costs and Expenses incident thereto) into the Bank of *England*, in the Manner herein-after prescribed in that Behalf.

Power to
cut Timber
for Purposes
of Repair.

XXIX. That the Trustees may, on such Request or at such Discretion as aforesaid, when and as often as Occasion shall require, mark, allot, and set out, or cause to be marked, allotted, and set out, such Timber Trees and Pollards to be felled from off the Estates or any Part thereof as shall from Time to Time be wanted for the new building, repairing, or amending of all or any of the Mansion Houses, Messuages, Farmhouses, Outhouses, Edifices, or other Buildings now or hereafter standing or being upon all or any Part of the Estates, in order that the same may be accordingly felled, cut down, and used for the Reparation, Amendment, or new building of such Mansion Houses, Messuages, Farmhouses, Outhouses, Edifices, and Buildings.

Power to sell.

XXX. That the Trustees, with the Consent in Writing of the Owner (if of full Age), or if such Owner shall for the Time being be under Age, then with the like Consent of his or her Guardian, may from Time to Time make Sale and absolutely dispose of all or any Part of the Lands and the Inheritance thereof in Fee Simple, or any other Estate, Term, or Interest in possession or in expectancy of or in the same, with the Rights, Members, and Appurtenances, unto any
Person

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Person whomsoever, whether interested under this Act or not, for such Price or Prices in Money as the Trustees shall consider reasonable; and such Sales respectively may be made, in the Discretion of the Trustees, either under ordinary Conditions of Sale, or under any special Conditions of Sale whatsoever, and whether such special Conditions do or do not provide for the Sales being made subject to or with any Reservations, Conditions, Powers, or Provisions affecting the Lands sold, or any other Parts of the Lands not for the Time being sold, or any Estate, Term, or Interest therein respectively; and the Trustees may make such Sales in One or more Lot or Lots, and by Public Auction or Private Contract, and generally in such Manner in all respects as they shall think fit, and may fix reserved Biddings, and buy in at such Auctions, and vary and rescind, either on Terms or gratuitously, any Contracts for Sale, and again sell as aforesaid, without Liability for any consequent Loss or Expense, and may receive and give Receipts for the Purchase Monies for the Hereditaments sold, and may convey the Hereditaments sold to the respective Purchasers thereof, their respective Heirs, Executors, Administrators, or Assigns, or as they shall respectively direct.

XXXI. Provided always, That, if the Trustees think fit, the Consideration or Part of the Consideration for any such Sale may be the Reconveyance, Assignment, Surrender, Relinquishment, or Release of any Estate, Term, Interest, Claim, or Demand of, in, or affecting any Part of the Lands, and the Value of any Estate, Term, Interest, Claim, or Demand so reconveyed, assigned, surrendered, relinquished, or released may be ascertained for the Purposes of any such Sale in such Manner as the Trustees shall think reasonable.

Sales may be partly in consideration of Reconveyances, Surrenders, &c.

XXXII. That the Trustees, with the written Consent of the Owner, if of full Age, or if such Owner shall for the Time being be under Age, then with the like Consent of his or her Guardian, may from Time to Time dispose of all or any Part of the Lands and the Inheritance thereof in Fee Simple, or any other Estate or Interest in possession or in expectancy of or in the same, with the Rights, Members, and Appurtenances, unto any Person, whether interested under this Act or not, for such Equivalent in Lands as the Trustees shall think reasonable, and may make every such Exchange in all respects as the Trustees shall think fit, and may on any such Exchange give or take any Money for Equality of Exchange, and may receive and give Receipts for the Monies so taken, and may convey the Lands so given in Exchange as the other Party to the Exchange shall direct.

Power to exchange.

XXXIII. That every Sale and Exchange under this Act shall take effect subject and without Prejudice to any Conveyance or Lease,

Sales and Exchanges to be subject or to Convey-

The Pauncefort Duncombe Estate Act, 1853.

ances,
Leases, and
Contracts,
but free from
Limitations
of Settlement
and Will.

or any Contract for any Conveyance or Lease of or affecting the Hereditaments sold or exchanged, theretofore made, either under this Act or under the Powers in that Behalf contained in the said thirdly and fourthly recited Settlements respectively, or either of them, and at the Time of making such Sale or Exchange subsisting, but (subject thereto) freed and discharged from all Estates, Limitations, Uses, Trusts, Powers, Provisoos, Conditions, Charges, Incumbrances, Claims, and Demands whatsoever which under the combined Operation of the said first, thirdly, fourthly, and fifthly recited Settlements, and of the said recited Will, and of this Act respectively, or any of them, may be, or but for the Operation of this present Clause would have been, for the Time being subsisting concerning the Hereditaments so for the Time being sold or exchanged.

Sales, &c.
under Act
to bind all
Parties inte-
rested under
Settlements
or Will.

XXXIV. That every Sale, Exchange, Lease, Contract, Act, Deed, and Thing whatsoever which shall be made and executed respectively in accordance with the Provisions of this Act shall be absolutely valid and binding at Law and in Equity upon all Persons for the Time being claiming, under or by virtue of the said first, thirdly, fourthly, and fifthly recited Settlements and Will respectively, or any of them, any Estate, Right, or Interest, at Law or in Equity, in, upon, or affecting the Hereditaments comprised in or affected by such Sale, Exchange, Lease, Contract, Act, Deed, and Thing respectively.

No Sale or
Exchange to
be made of
certain speci-
fied Portions
of the Lands.

XXXV. Provided always, That no Sale or Exchange shall be made by virtue of this Act of any Portion of the Lands in the respective Parishes of *Great Brickhill, Little Brickhill, Bow Brickhill, Stoke Hammond, and Soulbury* otherwise *Solbury*, or in the Townships of *Bletchley, Water Eaton, and Fenny Stratford*, in the Parish of *Bletchley*, all in the said County of *Buckingham*, or in the Parish of *Leighton Buzzard* in the County of *Bedford*, or any of them.

Monies
received by
Trustees to
be paid into
Bank.

XXXVI. That all Monies received by the Trustees in respect of any Sale or Exchange under or by virtue of this Act shall be paid into the Bank in the Manner herein-after directed.

Receipts
of Trustees
to be Dis-
charges.

XXXVII. That every Receipt from Time to Time given by the Trustees for any Money payable to them under the Authority or for any of the Purposes of this Act shall be a good and sufficient Discharge to the Person paying the same, and effectually release him from all Liability, Claims, and Demands in respect thereof, and from being affected by express or implied Notice as to the Necessity or Propriety or otherwise of any Sale or other Disposition made or professed to be made by virtue of this Act.

Payment
of Monies
into Bank.

XXXVIII. That all Monies by this Act directed to be paid into the Bank shall from Time to Time be paid by the Trustees into the
Bank

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Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, "*ex parte* the Persons interested in the Estates of *Philip Duncombe Pauncefort Duncombe* deceased," pursuant to the Method prescribed by the Act of the Twelfth Year of *George* the First, Chapter Thirty-two, and the General Orders of that Court, and without Fee or Reward, according to the Act of the Twelfth Year of *George* the Second, Chapter Twenty-four.

XXXIX. Provided always, That it shall not be necessary for any Person paying any Money to the Trustees to see or inquire as to the Payment into the Bank of any Part thereof, or as to any other Disposition of such Money or any Part thereof.

Persons paying to Trustees not bound to see to Payment into Bank.

XL. That the Receipts of any Cashier of the Bank of *England*, and the Certificate of the Accountant General annexed to the same, and filed in the Register Office of the said Court of Chancery, shall be an effectual and conclusive Discharge to the Trustees for the Money therein respectively mentioned and acknowledged to be received; and after filing such Certificate and Receipt the Trustees, their Heirs, Executors, Administrators, or Assigns, or any of them, shall not be answerable for the Misapplication or Nonapplication or be liable to see to the Application of such Money or any Part thereof.

Receipts of Bank Cashier and of Accountant General to be a Discharge to Trustees.

XLI. That upon a Petition to be preferred to the said Court of Chancery in a summary Way by the Owner, if of full Age, or if such Owner shall be for the Time being under Age then by his or her Guardian, the Court may and is hereby required to order all such Monies so paid into the Bank, or so much thereof as shall not be ordered by the Court to be applied in Payment of Costs, Charges, and Expenses, according to the Provisions of this Act, to be from Time to Time laid out in such Manner as the Court shall direct 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 Lands, or in the Purchase of any Manors, or Freehold or Copyhold Messuages, Lands, Tenements, or Hereditaments, in *England* or *Wales*, and the Inheritance thereof in Fee Simple in possession, subject or not subject to any existing Lease or Leases for any Term not exceeding Twenty-one Years thereon, but free from all other Incumbrances (except Quitrents, Land Tax, and other Outgoings of that Nature, if any), or in the Purchase of the Leasehold Interest of and in any Hereditaments convenient to be held with the Lands or with the other Hereditaments purchased, which shall be holden under long Terms of Years, whereof not less than Two hundred Years shall be unexpired at the Time of such Purchase; and the Hereditaments so purchased shall, immediately after the Purchase

Application of Monies under Direction of the Court of Chancery.

[*Private.*]

thereof,

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thereof, be assured to such Uses, upon such Trusts, and under and subject to such Powers, Provisoos, and Declarations, as (regard being had to the Difference, if any, in the Nature and Quality of the Property respectively, and other Circumstances,) will best or most nearly correspond with the Uses, Trusts, Powers, Provisoos, and Declarations which under the combined Operation of the said first, thirdly, fourthly, and fifthly recited Settlements and Will, or One or more of them (as the Case may be,) and of this Act respectively, may be, or but for the Sale thereof would have been, for the Time being subsisting concerning the Part or Parts of the Lands from or in respect of which the Monies for the Time being laid out in Land under this present Clause shall have respectively arisen, yet so that no Charges for the Time being subsisting upon the Lands shall be increased or multiplied by any Assurance under this present Clause, and so that in every such Assurance of Leasehold Hereditaments, or of Copyhold or Customary Hereditaments, not admitting of the Creation of Estates Tail, proper Provisions shall be inserted for preventing the absolute vesting thereof in any Tenant in Tail by Purchase who shall not attain the Age of Twenty-one Years.

All Monies not ordered to be applied by the Court to be invested in Exchequer Bills.

XLII. That all Monies which pursuant to this Act shall be paid into the Bank, or so much thereof as shall not be ordered by the Court of Chancery to be applied in Payment of Costs, Charges, and Expenses, according to the Provisions of this Act, shall, in the meantime and until such Monies be applied or be invested or laid out in or for all or any of the Purposes by this Act authorized, be from Time to Time laid out, in the Name of the said Accountant General, in the Purchase of Exchequer Bills, and the Interest on such Bills, subject to the Provisions of this Act, and the Money received for the same when paid off by Government, or sold, shall be laid out in his Name in the Purchase of other Exchequer Bills.

Exchange of Exchequer Bills.

XLIII. That the Court may make such General or Special Order, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in the course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in exchange for those which are in course of Payment, and such Proceedings shall be had as shall be effectual for enabling such Receipt in Exchange, and in that Event the Interest of the new Bills shall, subject to the Provisions of this Act, be laid out as by this Act directed with respect to the Interest of the Bills paid off.

Exchequer Bills to be deposited in Bank.

XLIV. That all such Exchequer Bills shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until the same shall, upon a Petition to be preferred to the said Court in a summary Way by the Owner, or (as the Case may

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may be) his or her Guardian, be ordered to be sold by the Accountant General, for completing any Purchase or for any other of the Purposes of this Act.

XLV. That if the Money arising by the Sale of any such Exchequer Bills shall exceed the Amount of the original Purchase Money laid out in the Purchase thereof, then the Surplus which shall remain after discharging the Expenses of the Application to the Court shall be paid to such Person as would have been entitled to receive the Rents and Profits of the Lands which might have been directed to be purchased therewith in case the same had been purchased and settled pursuant to this Act, or the Representatives of such Person.

Profits
on Sale of
Exchequer
Bills.

XLVI. Provided always, That in the meantime and until such Exchequer Bills shall be sold for the Purpose of completing such Purchase, or for any other of the Purposes of this Act, the said Court of Chancery, upon a Petition to be preferred in a summary Way by the Owner, or his or her Guardian, (as the Case may be,) may from Time to Time make such Orders as the said Court shall think just for the Payment unto such Owner, or his or her Guardian, (as the Case may be,) of all or any Part of the Interest on any Exchequer Bills or Securities which shall be purchased or taken in exchange under the Provisions of this Act.

Power to the
Court to
order the
Interest on
Exchequer
Bills to be
paid to
Owner or
Guardian.

XLVII. That the Court of Chancery may, upon Petition, to be preferred in a summary Way by the Owner, or his or her Guardian, (as the Case may be,) from Time to Time make such Orders as the Court may think fit for allowing, taxing, and settling all Costs, Charges, and Expenses from Time to Time incurred in making the several Applications to the Court in pursuance of this Act, and in paying into the Bank such Monies as are by this Act directed to be paid in, and in taking the said Monies out of the Bank, and discharging Incumbrances, or in applying such Monies or any of them, or investing the same in any Purchase or otherwise as by this Act authorized, or in investigating the Title to the purchased Hereditaments, or otherwise in carrying the Trusts and Purposes of this Act into execution, and also may from Time to Time make such Orders as the Court may think just for the Payment of all Costs, Charges, and Expenses as aforesaid, out of the Monies paid into the Bank, or out of the Monies arising by the Sale of the Exchequer Bills or Securities purchased as by this Act directed.

Court of
Chancery to
make Orders
for Payment
and Taxation
of Costs, &c.

XLVIII. That the said Sir *Henry Foulis*, or other the Executor or Administrator for the Time being of the said *Philip Duncombe Pauncefort Duncombe* the Father, may, in his Discretion, at any Time

Application
of Sum of
7,231l. 11s.
5d. 3l. per
Cent. Con-
sols, &c.
or

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or Times hereafter, sell and convert into Money all or any Part of the said Sum of Seven thousand two hundred and thirty-one Pounds Eleven Shillings and Fivepence Three *per Centum* Consolidated Annuities so standing in the Name of the said Sir *Henry Foulis* as aforesaid, and from Time to Time apply, as well the said Sum of Cash so standing to his Credit as such Executor as aforesaid in the Books of Messieurs *Strachan* and Company, and the said Sums so as aforesaid deposited until the Completion of the herein-before recited Contracts of Purchase from Lord *Leigh* or his Trustees and the said *William Stanger* (subject and without Prejudice to the Right of the said Sir *Henry Foulis* to complete the said Contracts, and pay thereout the Expenses of such Completion), as the Monies which may be produced by the Sale of the said Sum of Consolidated Annuities, after Payment thereout of the Costs of the said Executorship, and of the Debts or Liabilities (if any) of the said *Philip Duncombe Pauncefort Duncombe* the Father, still remaining unpaid, in the Payment of the Costs and Expenses incurred in or about the Preparation and passing of this Act, and the Investigation of the Title to the Lands, with a view thereto or otherwise in relation to the same, and subject thereto (but with the Consent of the Owner, if of full Age, or if such Owner shall for the Time being be under Age, then of his or her Guardian), either in the Reparation or rebuilding of the Houses and Farm Buildings, or in the Erection of any new Houses or Buildings on the respective Farms of *Wytham* and *Bothorpe Park*, and at *Bourne* and *Long Sutton*, all in the said County of *Lincoln*, and at *Eaton Leys* and elsewhere in the said Parishes of *Great Brickhill* and *Bletchley* in the said County of *Buckingham*, or in draining those Portions of the Lands which are situate in the said Parish of *Bletchley*, in the said County of *Buckingham*, and in the respective Parishes of *Wytham-on-the-Hill*, *Braceborough*, and *Bourne* in the said County of *Lincoln*, or any of them, or in the Purchase and in the Costs and Expenses incident to the Purchase of all or any of the Hereditaments specified in the Fifth Schedule to this Act, and any other Hereditaments in the said County of *Buckingham* convenient to be held with the Lands, and the Inheritance thereof in Fee Simple in possession, subject or not subject to any existing Lease or Leases for any Term not exceeding Twenty-one Years thereon, but free from all other Incumbrances (except Quitrents, Land Tax, and other Outgoings of that Nature, if any), and the Hereditaments so purchased shall immediately after the Purchase thereof be assured to such Uses, upon such Trusts, and under and subject to such Provisoes and Declarations as (regard being had to the Difference in the Nature and Quality of the Property respectively, and other Circumstances,) will best or most nearly correspond with the Trusts, Provisoes, and Declarations which under the said recited Will would for the Time being have been subsisting
concerning

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concerning the Money laid out in the Purchase of such Hereditaments if the same for the Time being had not been so laid out therein.

XLIX. Provided always, That when and so often as any Sums of Money shall be advanced, under or by virtue of the Powers in this Behalf contained in the last preceding Section of this Act, either for the Reparation or rebuilding of Houses and Farm Buildings, or the Erection of any new Houses or Buildings, or for the draining of any Portions of the Lands, the said Sir *Henry Foulis*, or other the Executor or Administrator for the Time being of the said *Philip Duncombe Pauncefort Duncombe* the Father, shall be entitled to a Charge upon such Portion of the Lands as shall be specified by Writing under his Hand, to be signed by him previously to every such Advance, for the Repayment of the Money in such Writing mentioned to be advanced, with Interest after the Rate to be therein specified, and not exceeding the Rate of Four Pounds on every One hundred Pounds by the Year, to be computed from the Time at which the same shall be advanced, and the Freehold and Inheritance of the Portion of the Lands specified in such Writing shall thenceforth be charged with the Payment of the Money so mentioned to be advanced as aforesaid, with Interest thereon, or on so much thereof as shall for the Time being remain unpaid, after the Rate aforesaid, payable half-yearly, and such Charge shall have Priority over other Charges (if any) for the Time being subsisting upon the Lands charged, except Tithe Commutation Rentcharges, and any Quit or Chief Rents incident to Tenure, and the Money so advanced shall be repaid to the said Sir *Henry Foulis*, or other the Executor or Administrator for the Time being of the said *Philip Duncombe Pauncefort Duncombe* the Father by Twenty equal annual Instalments; and the Owner or other the Person for the Time being entitled for a limited Estate or Interest to the actual Possession, or to the Receipt of the said Rents and Profits of the Lands charged shall be bound to pay the Interest and Instalments which shall become payable during the Continuance of his or her Estate or Interest in the same Lands; and if on the Determination of such Estate or Interest any Arrears of Interest or Instalments shall then be due, the Inheritance of the Lands charged shall, besides the Interest and Instalments thereafter to become due, be chargeable only with Six Months Arrears of Interest then due, and One Half of the last Instalment then due, yet so that the Executor or Administrator of the Owner or other Person who shall have been for the Time being so entitled as aforesaid shall, upon the Decease of such Owner or other Person, be also liable for the Payment of such Arrears of Interest and Instalments (if any) out of the Assets of such deceased Owner or other Person as aforesaid: Provided also, that the Interest and Instalments which shall become payable shall be recoverable by the

Money advanced for repairing Buildings, &c. to be a Charge upon the Portion of the Lands to be charged therewith, and to be repaid by Twenty annual Instalments.

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the

The Pauncefort Duncombe Estate Act, 1853.

the Time being of the said *Philip Duncombe Pauncefort Duncombe* the Father, by the same Means and in the like Manner in all respects as if the same were a Rentcharge in lieu of Tithe payable to him charged under the Statute of the Sixth and Seventh *William* the Fourth, Chapter Seventy-one, on the Lands charged with such Interest and Instalments respectively.

Period within which Powers of Act to be exercised.

L. That the several Powers granted by this Act shall be exercisable at any Time or Times during the Subsistence of any of the Limitations or Trusts of the said recited Will of the said *Philip Duncombe Pauncefort Duncombe* the Father.

Powers of Act to apply to Hereditaments in Third Schedule, and to all Lands hereafter settled as authorized by the Act.

LI. That the several Powers, Authorities, Clauses, and Provisions created by and contained in this Act, so far as the same or any of them are applicable, shall extend and apply and be exercisable with respect to the Hereditaments specified in the Third Schedule annexed to this Act (subject and without Prejudice to the Right, if any, of the said *Sir Henry Foulis*, or other the Executor or Administrator for the Time being of the said *Philip Duncombe Pauncefort Duncombe* the Father, to waive the Completion of the respective Contracts for the Purchase thereof or either of them).

Powers of recited Settlements not to be prejudiced.

LII. Provided always, That this Act or anything herein contained shall not annul, lessen, or otherwise prejudicially affect any of the Powers, Discretions, and Authorities respectively created or conferred by the said first, thirdly, and fourthly recited Settlements respectively, or any of them, so far as the same may be now subsisting and capable of being exercised, except only so far as the same Powers, Discretions, and Authorities respectively may be defeated by the Exercise or Execution of any of the Powers, Trusts, or Authorities created by this Act.

Trustees to be answerable only for Monies actually received.

LIII. That the Trustees, and each and every of them, and the Heirs, Executors, and Administrators of them and each and every of them, shall be chargeable for such Monies only as they respectively shall actually receive by virtue of the Trusts, Powers, and Provisions of this Act, although they or any of them may give or sign, or join in giving or signing, any Receipt or Receipts for the sake of Conformity, and any One or more of them shall not be answerable or accountable for any other or others of them, or for any Money paid over by one to another of them, or for any Banker, Broker, or other Person with whom any Part of the Trust Property may be deposited or lodged, or for involuntary Losses, and they or any of them may, with or out of the Monies which shall come to their respective Hands by virtue of the Trusts and Provisions of this Act, retain to and reimburse themselves respectively, and also allow to the other or others of them respectively

The Pauncefort Duncombe Estate Act, 1853.

respectively, all Costs, Charges, Damages, and Expenses which they or any of them may pay or sustain in or about the Execution of the several Trusts, Powers, and Provisions of this Act, or in relation thereto.

LIV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all Persons, and Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said Sir *Glynne Earle Welby*, as such Trustee of the said Term of One thousand Years created by the said first-recited Settlement, as herein-before is mentioned, his Executors, Administrators, and Assigns; and the said *Charles Bennett Drake Garrard* and *Honora Henrietta* his Wife, their respective Executors, Administrators, and Assigns; and the said *Philip Duncombe Pauncefort Duncombe* the Son, and his Assigns, and the said *Philip Henry Pauncefort Duncombe*, and the Heirs Male of his Body, and all other the Sons (if any) of the said *Philip Duncombe Pauncefort Duncombe* the Son, their respective Executors, Administrators, and Assigns, and the Heirs Male of their respective Bodies; and the said *Sophia Caroline Pauncefort Duncombe*, her Executors, Administrators, and Assigns; and the said *Charles Bennett Drake Garrard* and *William Thomas Maunsell*, as such Trustees of the respective Terms of Three hundred Years and One hundred and twenty Years respectively created by the said fourthly-recited Settlement, and their respective Executors, Administrators, and Assigns; and the said *Caroline Alicia Georgiana Pauncefort Duncombe* and *Isabel Margarett Cockayne Pauncefort Duncombe*, and all other the younger Sons and Daughters (if any) of the said *Philip Duncombe Pauncefort Duncombe* the Son, and their respective Executors, Administrators, and Assigns; and the said Sir *Henry Foulis* and *George Edmond Maunsell*, as such Trustees of the said respective Terms of One thousand five hundred Years and One thousand six hundred Years respectively created by the said fourthly-recited Settlement, as herein-before is mentioned, and their Executors, Administrators, and Assigns; and the said *Philip Duncombe Pauncefort Duncombe* the Son, and his Assigns; and the said *Philip Henry Pauncefort Duncombe*, and the Heirs of his Body, and every other Son of the said *Philip Duncombe Pauncefort Duncombe* the Son, and the Heirs of the Body of every such Son, and each of them; the said *Caroline Alicia Georgiana Pauncefort Duncombe* and *Isabel Margarett Cockayne Pauncefort Duncombe*, and the Heirs of her Body respectively; and every other Daughter (if any) of the said *Philip Duncombe Pauncefort Duncombe* the Son, and the Heirs of the Body of every such Daughter; and the said *Charles Bennett Drake Garrard* and *Honora Henrietta* his Wife, and their respective Executors, Administrators, and Assigns, and the First and every other Son (if any) of the

General
Saving.

The Pauncefort Duncombe Estate Act, 1853.

the said *Honora Henrietta Drake Garrard*, and the Heirs of the Body of every such Son, and the First and every other Daughter (if any) of the said *Honora Henrietta Drake Garrard*, and the Heirs of the Body of every such Daughter; and the said *George John Wingfield* and *Sophia* his Wife, their respective Executors, Administrators, and Assigns, and the First and every other Son (if any) of the said *Sophia Wingfield*, and the Heirs of the Body of every such Son; and the said *Honora Emily Wingfield*, and the Heirs of her Body, and every other Daughter (if any) of the said *Sophia Wingfield*, and the Heirs of the Body of every such Daughter; and the right Heirs of the said *Philip Duncombe Pauncefort Duncombe* the Father; and the said Sir *Henry Foulis*, as such surviving Executor and Trustee of the said recited Will as aforesaid, his Executors, Administrators, and Assigns, and the Executor or Administrator for the Time being of the same Will; and all and every other Persons and Person to whom any Estate, Right, Title, or Interest, at Law or in Equity, (other than Tenancies under any subsisting Leases or Agreements,) or any Charge, Lien, or Demand, of, in, to, out of, upon, or affecting the Lands or any Part or Parts thereof respectively, is or hath been limited, devised, given, or made, or hath descended or devolved, or shall descend or devolve, by or by virtue of the said first, secondly, thirdly, fourthly, and fifthly recited Settlements, and the said recited Will, or any of them respectively,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the Estates or any Part thereof respectively, as they or any of them had before the passing of this Act, or would, could, or might have had or enjoyed in case this Act had not been made.

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

LV. 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.

The Pauncefort Duncombe Estate Act, 1853.

The FIRST SCHEDULE referred to in the foregoing Act.

FIRST DIVISION;

Being Copies of the First and Second Schedules to the Indenture of Settlement of the 5th Day of June 1813, recited in the foregoing Act.

THE FIRST OF THE SAID SCHEDULES.

Quantity of Land.	Tenants Names.	Annual Rent.
<i>Parish of Water Eaton in the County of Bucks.</i>		
A. R. P.		£ s. d.
—	Cook; Cottage and Garden	3 0 0
24 0 5	Goodman, Matthew	55 0 0
2 2 20	Goodman, Thomas	5 0 0
0 3 2	Johnson	2 10 0
14 2 22	Leabery	42 0 0
20 2 0	Linnell, William	40 0 0
106 0 0	Lucas, A.	210 0 0
260 0 0	Morris, Edward	450 0 0
2 0 25	Mossman, Thomas	7 0 0
1 1 3	Wells, J.; and Public House	6 0 0
<i>Parish of Bletchley in the same County.</i>		
90 0 0	Goodman, William	157 10 0
84 0 33	Roberts, Richard	152 10 0
606 0 30		£ 1,130 10 0

THE SECOND OF THE SAID SCHEDULES.

Quantity of Land.	Tenants Names.	Annual Value.
A. R. P.		£ s. d.
60 0 0 } And an Inn }	Booth	90 0 0
240 0 0	Codling	430 0 0
63 0 0	Chambers	110 0 0
114 0 0	Green	210 0 0
[Private.]		

The Pauncefort Duncombe Estate Act, 1853.

Quantity of Land.			Tenants Names.	Annual Value.		
A.	R.	P.		£	s.	d.
5	1	0	} Bankes - - - - - Osborn - - - - - Hall - - - - - Nixon - - - - - Nicholls - - - - - Pepper and Stublely - - - - -	45	0	0
145	1	16		150	0	0
270	2	3		316	0	0
150	0	34		185	0	0
2	0	2		6	0	0
3	2	10		7	0	0
1,053	3	25		£	1,549	0 0

SECOND DIVISION;

Being the Manors and Hereditaments comprised in the first-recited Settlement of the 5th Day of June 1813, and in part also in the thirdly, fourthly, and fifthly recited Settlements of the 25th Day of March 1840, the 13th Day of February 1844, and the 12th Day of June 1844 respectively.

All those the Manors or Lordships or reputed Manors or Lordships of Water Eaton, Bletchley, and Fenny Stratford in the County of Bucks, with the several and respective Rights, Royalties, Members, and Appurtenances thereof; and all those Lands and Hereditaments in the several Townships of Water Eaton, Bletchley, and Fenny Stratford, all in the Parish of Bletchley in the said County of Bucks, more particularly specified in the following Particular; and also all those Lands and Hereditaments in the several Parishes or Townships of Wytham-on-the-Hill, Manthorpe, Braceborough, Spalding, Weston, Moulton, Holbeach, and Whaplode in the County of Lincoln, also more particularly specified in the following Particular; namely,

In the Township of Water Eaton.

Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
1	Copyhold Close - - - - -	1	2	31
21	Canal Piece - - - - -	0	3	19
22	Rye Furlong - - - - -	13	0	26
24	Gardens - - - - -	1	0	9
36	House, Barn, Stables, Yards, and Home Close - - - - -	1	2	10
37	Copyhold Close, Three Cottages, and Gardens - - - - -	2	1	19
38	Mossman's Close - - - - -	1	3	10
51	Site of a Garden - - - - -	0	0	24
52	Home Close - - - - -	1	0	8
53	Further Close - - - - -	3	3	25
75	Copyhold Allotment - - - - -	20	1	14
137	Long Furlong Piece - - - - -	2	2	32
137a	Ditto - - - - -	0	3	38
138	Ditto - - - - -	4	1	26

The Pauncefort Duncombe Estate Act, 1853.

Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
138a	Long Furlong Piece	0	1	9
139	Ditto	6	0	38
139a	Ditto	0	1	14
141	Ditto	6	1	36
142	Part of Long Furlong Piece	3	0	30
143	Part of Crooked Furlong Piece	3	1	10
144	Ditto	1	3	20
146	The Furlongs (South Part)	19	1	8
147	Part of Pease Furlong	1	0	0
147a	Ditto	1	3	24
147b	Ditto	10	0	39
148	Bracken Hedge Furlong	18	0	4
149	Westward Lank Furlong	15	1	4
150	Eastward Lank Furlong	12	2	28
151	Part of Pease Furlong	1	0	23
151a	Ditto	2	2	11
152	The Furlongs (North Part)	23	2	4
167	Osborn's Close	1	2	5
168	Gardens and Close	1	3	9
2	Johnson's Close	0	3	2
14	Mill Piece	14	2	22
32	Two Houses and Gardens	0	1	23
34	House and Garden	0	0	5
35	House, Buildings, and Close	3	0	36
74	Long Stone Piece	2	2	20
85	Lower Little Nellands	2	2	1
86	Upper ditto	2	1	12
87	Plantation	0	0	29
88	Ditto	0	1	24
89	The Hale	10	1	20
90	Plantation	0	0	4
91	Great Nellands	25	0	4
92	Plantation	0	0	7
93	House, Buildings, Yard, and Garden	2	2	22
93a	Further Noatland	7	2	30
93b	Keeper's Lodge, Yard, and Garden	0	3	28
94	Plantation	0	0	8
95	Ditto	0	0	8
96	Ditto	0	0	6
97	Farther Balland	15	0	21
98	Plantation	0	0	8
99	Ditto	0	0	9
100	Hither Balland	5	3	26
100a	Ditto	5	1	13
101	Plantation	0	0	5
102	Ditto	0	0	6
103	Ditto	0	0	9
104	The Meadows	12	3	30
105	Plantation	0	0	7
106	Third Noatland	12	3	0
107	Plantation	0	0	11
108	Cow Pasture by Nellands	16	3	18
109	Plantation	0	0	30

The Pauncefort Duncombe Estate Act, 1853.

Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
110	Holly Balk Piece	21	2	34
111	Plantation	0	0	8
112	The Downs	20	2	2
113	Plantation	0	0	7
114	Ditto	0	0	6
115	Cow Pasture by Holly Balk	9	2	34
116	Plantation	0	0	7
117	Ditto	0	0	9
118	Balk Severidge	15	3	6
119	Plantation	0	0	6
120	Ditto	0	0	8
121	Hang Furlong	17	1	28
122	Plantation	0	0	3
123	Bareway Furlong	22	0	16
124	Furley Furlong	25	1	12
125	Parson's Pits	21	3	34
126	Mill Furlong Piece	26	1	22
127	Plantation	0	0	19
128	House, Buildings, Yard, and Paddock	5	0	9
128a	Home Ground	10	0	38
129	Plantation	0	0	5
130	Ditto	0	0	5
131	Middle Cow Pasture	17	1	4
132	Plantation	0	0	5
133	Long Cow Pasture	22	3	3
134	First and Northward Noatland	10	3	4
135	Plantation	0	0	7
136	Second Noatland	9	1	28
140	Long Furlong Piece	16	3	5
140a	Ditto	0	0	24
140b	Ditto	0	0	30
145	The Lane	1	1	8
170	Burnt Close	2	0	25

In the Township of Bletchley.

1	Cottenham Field	4	1	27
2 and 2a	Ditto	11	0	0
3	Cottenham Field (North)	11	3	15
3a	Ditto (South)	0	3	5
8	House, Homestead, Orchard, and Close	3	2	22
73	Public House and Orchard	0	2	36
75	Cottage, Garden, and Close	3	1	30
83	Long Croft	2	0	14
84	"	1	0	37
85	Backside Piece	3	1	24
86	Southward Backside Piece	2	1	6
87	Northward ditto	1	3	0
88	House, Buildings, Homestead, and Orchard	0	3	38
89	The Green	0	1	2
90	Ditto	0	2	9
91	House, Garden, and Close	1	1	39
92	Ditto	0	3	11

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Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
93	The Green	0	1	9
94	Walsh's Close	2	3	5
95	Gärner's Close	1	0	20
96	Walsh's Allotment	3	3	35
101	House, Homestead, and Orchard	0	3	27
112	Great Pitchcroft	7	1	6
113	Little Pitchcroft	6	0	0
114	White Hill Piece	4	1	15
151	Ash Beds Piece	4	0	28
160	White Hill Piece	3	2	15
74	Two Cottages, Gardens, and Close	2	2	3
76	Parrott's Piece	1	2	19
124	Ridgeway Piece	14	0	36
125	Plantation	0	0	13
126	Ditto	0	0	12
127	North Hill Slade	9	3	30
128	Plantation	0	0	22
129	Ditto	0	0	13
130	Ditto	0	0	10
131	North Hill Roads	11	3	0
132	Plantation	0	0	8
133	Little Burland	15	0	26
134	Plantation	0	0	8
135	Newman's Slade Piece	22	1	34
136	Plantation	0	0	6
137	Great Bierland	16	1	26
138	Plantation	0	0	5
139	Little North Hill Close	3	1	8
140	Plantation	0	0	8
141	Ditto	0	0	5
142	Great North Hill Close	6	0	29
143	Ridgeway Piece	14	0	34
144	Plantation	0	0	6
145	Ditto	0	0	5
146	Middle Piece by Tattenhoe Road	7	3	2
147	Plantation	0	0	7
148	Ditto	0	0	3
149	Ditto	0	0	5
150	Homeward Piece	12	1	20
152	Plantation	0	0	14
153	Gravel Pit Piece	15	3	36
154	Gravel Pit	1	2	0
155	Plantation	0	0	6
156	Ditto	0	0	4
157	Broad Green Piece	8	2	9
158	Homeward Piece	14	1	31
159	Plantation	0	0	5
165	The Garden	0	0	15
166	House, Homestead, Barn, Stables, Garden, and Yards	0	3	0
169	House, Homestead, and Close	1	2	32

[Private.]

The Pauncefort Duncombe Estate Act, 1853.

Number on Estate Plan.	Description.	Quantity.		
<i>In the Township of Fenny Stratford.</i>				
		A.	R.	P.
58	House, Garden, and Close	0	3	37
81	Marl Pits	2	3	33
82	Radland Close	2	2	36
87	Long Close	7	0	21
18 and 18a	House and Garden on the Waste	0	1	1
	House on Waste			
	House on Waste			
	Two Houses on the Waste			
	House on the Waste			
	House on the Waste			
	House on the Waste			
65	Grave Close	7	0	9
65a	Gardens on the Waste	1	0	0
135	The Grove	3	3	7
<i>In the Parish of Wytham-on-the-Hill, Lincolnshire.</i>				
1	Farmhouse (the old Palace Buildings, &c.)	1	1	6
2	Home Close	5	2	6
3	Palace Close	16	2	20
4	Butt Leys	13	2	33
5	Crab Tree Close	15	0	10
6	Road Close	15	0	7
7	Brook Close	15	2	35
8	Far Road Close	15	3	37
9	Middle Road Close	17	2	38
10	Corner Close	16	1	2
<i>In the Township of Manthorpe, Lincolnshire.</i>				
11	Bridge Meadow	10	2	15
12	Cawdwell Close	0	3	9
14	Corner Close	1	0	6
15	Wood Close	12	0	18
16	Ditto	4	0	3
17	Stone Close	6	3	28
18	Near Racer Ground	14	3	28
19	Middle ditto	11	3	23
20	Lower Middle ditto	15	0	0
21	Far Racer ditto	14	1	29
22	Upper Racer ditto	16	0	1
23	Allotment	1	0	3
24	Big Park	39	2	24
25	The Nine Acres	8	3	33
26	The Twenty Acres	19	2	8
27	Orchard	0	0	37
28	Ozier Holt	0	0	32

The Pauncefort Duncombe Estate Act, 1853.

Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
29	Bothorpe House and Park, Buildings, Yards, and Garden	27	3	16
30	Nether Close	6	0	18
31	Ditto	7	1	33
32	Ditto	11	2	3
33	New Close	9	3	38
34	Ploughed Close	6	3	2
35	Hill Close	11	0	16
36	The Carr	7	3	14
37	Miller's Close	2	0	2
38	Manthorpe Mill House, &c.	0	1	1
39	Alder Close	1	0	6
40	Buildings and Barn Close	2	2	30
40 ^a	Plantation	1	2	26
41	Home Close	7	1	29
42	Long Close	10	0	12
43	Eight Acre Close	8	0	17
44	Near Meadow	4	0	36
45	Sand-pit Meadow	5	0	19
46	Ditto	3	1	20
47	The Farther Meadow	8	3	26
<i>In the Parish of Braceborough, Lincolnshire.</i>				
1	Carr Hill	4	0	16
2	Nether Close	11	1	38
3	Oat Close	13	0	9
4	Carr Meadow	4	2	30
5	Ditto	1	2	37
6	No Man's Ground	0	1	31
<i>In the Parish of Spalding, Lincolnshire.</i>				
1 & 2	Frontage	0	1	35
3	First Ground	37	3	26
4	Second Ground	31	3	36
5	Bottom Ground	19	2	13
<i>In the Parish of Weston, Lincolnshire.</i>				
1	The Five Acres	6	0	24
2	Corner Close	2	1	19
3	A Frontage	1	2	7
4	Long Three Acres	3	3	26
5	Four Acres	3	2	39
5 ^a	A Frontage	0	1	22
6	Narrow Ridge	0	2	30
7	Wyche Three Acres	4	2	8
8	Six Acres	6	3	20
<i>In the Parish of Moulton, Lincolnshire.</i>				
1	Two Cottages and Piece called Hemplands	3	1	1
2 & 3	Ten Acres	11	3	11
4	Round Four Acres	4	3	6

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Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
5	Seventeen Acres	9	1	37
6	Square Piece	0	2	17
7	Rush Hill Seven Acres	7	1	30
8	The Holt	2	3	8
9	Ditto	3	0	11
10	The Wood	3	3	18
11	Screed Four Acres	5	2	34
12	The Salts	3	3	32
13	Loosegate Holt	3	1	13
14	Common Piece	8	1	10
<i>In the Parish of Holbeach, Lincolnshire.</i>				
1	The Whips	4	3	4
2	Six Acres	6	1	28
3	Long Seven Acres	7	1	28
4	Twenty Acres	17	0	16
5	Ditto	11	3	24
7	New River Six Acres	6	1	16
8	Dog Drove Eight Acres	9	0	36
9	Ditto	10	0	24
10	Holbeach Drove Six Acres	7	3	16
11	The Common	4	0	22
<i>In the Parish of Whaplode, Lincolnshire.</i>				
1	Public House (Saracen's Head), Yard, Garden, and Home Close	4	1	2
2	Hill Piece	3	2	0
3	Three Acres	3	1	32
4	Five Roods	1	2	20
5	Pepper's Five Acres	5	1	12
6	Holt	0	2	8
7	Gotham's Five Acres	5	3	24
8	Long Ridge	1	2	36
9	A small Piece adjoining to the Spalding Gate Road	0	0	24
10	Wash Dike Close	2	3	24
11	Ditto	2	1	16
12	Ditto	0	1	18
13 & 14	Seven Acres	8	3	36
15	New Piece	7	1	0
16	House Five Acres	8	0	24
17	Seven Acres	12	2	4
18	Cow Pasture	12	2	12
19	The Whips	3	0	0
20	Six Acres	6	2	8
21	The Whips	4	1	0
22	Frontage of Long Five Acres	0	1	5
23	Long Five Acres	6	1	32
24	Ditto	4	3	8
24a	-	1	3	32
25	Five Acres	5	2	16
26	Three Acres	4	1	28
26a	House and Garden	0	1	10

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Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
27	Farmhouse, Buildings, Yard, and Garden	3	1	28
27a	Frontage	0	1	16
28	Rye Grass Close	24	0	20
28a	Frontage	0	2	9
29	Ten Acres	0	0	20
29a	Frontage	0	2	35
30	Three Acres	2	3	0
31 & 32	Frontage	0	0	30
31a } 32a }	Eight Acres	7	2	12
33	Nine Acres	7	2	12
34	Ditto	3	2	4
35	Snaffer's Lane	7	0	12
36	Hurdle Tree Bank	6	2	16
37	Three Acres	4	2	8
38	Wheelwright's Two Acres	1	2	36
39	Eleven Acres	8	2	4
40	Ditto	3	3	20
41	Thirteen Acres	2	1	0
42	Ditto	6	0	16
43	Fox Headings Five Acres	7	0	28
44	Thirteen Acres	14	1	28
45	Chapel Drove Piece	4	0	8
46	Ditto ditto	2	0	16
47	The Common Piece	15	0	4

And all and singular the Hereditaments, Royalties, Members, Rights, Easements, and Appurtenances whatsoever to the said Manors, Messuages, Lands, and Hereditaments, or any of them or any Part thereof, respectively belonging or in anywise appertaining, or with the same or any Part thereof usually held, occupied, or enjoyed.

THIRD DIVISION;

Being the Lands and Hereditaments comprised in the Second Schedule to the said fourthly-recited Settlement of the 13th Day of February 1844.

In the Extra-parochial Place called Deeping Fen in the said County of Lincoln.

Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
1	Deeping Fen	17	3	39
2	Ditto	21	0	25
3	Ditto	1	1	30
4	House, Buildings, Yard, and Garden	0	3	9
5	Counter Bank	0	3	12
6	First Wash	10	3	0

[Private.]

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The Pauncefort Duncombe Estate Act, 1853.

Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
7	Far Wash	15	0	15
8	Glen Bank Road	0	3	15
9	Glen Bank Road	0	1	19
10	Counter Wash	4	1	13
11	Ditto	9	0	18
12	Ditto	5	2	9
13	Digby's Wash, Glen Bank	2	2	36
14	The Slipe	8	1	22
15	Jobson's Ground	11	0	20
16	Smith's Ground	27	2	6
17	Bank Counter Drain	1	1	13
18	Digby's Wash (Counter Drain Bank)	1	0	6
19	Digby's Wash	26	2	26
20	Iron Bar Close	23	3	11
21	Stubble Ground	23	1	32
22	Digby's Wash	28	1	17
23	Ditto	25	3	15
24	Ditto	5	2	2
25	The Slipe	18	1	24
26	Ash Holt	2	0	4
27	Barn Ground	23	0	37
28	Home Close	5	2	12
29	House, Buildings, Yards, Garden, &c.	1	0	18

In the Parish of Fleet, Lincolnshire.

1	Dyson's Four Acres	5	2	34
2	The Acre and Half	1	2	13
3	Little Hill Piece	2	1	0
4	Six Acres	6	2	13
5	Long Eight Acres	12	1	37
6	Three Acres	4	2	21
7	Little Five Acres	5	2	34
8	Four Acres	4	2	20
9	Great Green	4	0	25
10	Little Green	2	0	0
11	Farmhouse, Buildings, Yard, and Garden	0	3	30
12	Ten Acres	11	0	16
13	Basting's Two Acres	2	1	39
14	Two Acres	3	0	7
15	Six Acres	7	2	31
16	Nine Acres	10	2	30
17	-	6	3	0
18	Three Acres	3	1	2
19	Eight Acres	10	0	32
20	Five Acres	5	3	14
21	Nine Acres	7	0	3
22	The Three Acres	2	1	35
23	Four Acres	6	3	17
24	Seed Piece	10	1	17
25	Long Ridge	2	0	6
26	Willow Row	2	3	26
27	Three Acres	3	2	19

The Pauncefort Duncombe Estate Act, 1853.

Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
28	Stackyard	0	1	4
29	Farmhouse, Buildings, Yard, and Garden	0	2	7
30	Garden	0	1	34
31	Home Close	6	2	18
32	The Two Roods	0	1	30
33	Round Abouts	1	3	22
34	Square Two Acres	2	2	6
35	The Two Acres	2	1	30
36	Ten Acres	10	1	31
37	Twelve Acres	7	2	36
38	Ditto	8	2	4
39	Triangular Piece	1	1	8
40	Seven Acres	7	3	26
41	House and Garden	0	2	6
42	Fleet Common	12	3	36
43	Ditto	13	1	0
44	Ditto	14	0	8
45	Ditto	17	0	37

And all and singular the Hereditaments, Rights, Easements, and Appurtenances whatsoever to the said Messuages, Lands, and Hereditaments, or any of them or any Part thereof respectively, belonging or in anywise appertaining or therewith usually occupied or enjoyed.

Wynn Hill.

The Pauncefort Duncombe Estate Act, 1853.

The SECOND SCHEDULE referred to in the foregoing Act.

▲
FIRST DIVISION;

Being the Manors and Hereditaments, not being Leasehold, late of the said Philip Duncombe Pauncefort Duncombe the Father, not comprised in any of the Settlements recited in the foregoing Act, and subject only to the Limitations of his said Will.

The Manor or Lordship or reputed Manor or Lordship of Great Brickhill in the Parish of Great Brickhill in the County of Bucks.

And also the following Hereditaments in the several Parishes of Great Brickhill, Bletchley, Soulbury otherwise Solbury, Stoke Hammond, Little Brickhill, Bow Brickhill, Great Marlow, and Ellesborough in the said County of Buckingham, in the Parish of Leighton Buzzard in the County of Bedford, in the Parishes of Woolscott and Willoughby in the County of Warwick, in the Parish of Barby-with-Onley in the County of Northampton, and in the several Parishes of Bourne, Langtoft, Morton, Stainfield, Swayfield, Thurlby, Whaplode, Long Sutton, Pinchbeck, and Wytham-on-the-Hill in the County of Lincoln, and of Yaxley in the County of Huntingdon.

Great Brickhill.

Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
1	Manor House, Stables, Offices, Yards, Gardens, Pleasure Grounds, Laundry Cottage, Farm Buildings, and Premises, and the several Lodge Entrances	7	1	39
2	Rye Piece and Pasture, being Part of Park	26	0	2
3	Plantation	5	0	16
4	Meadow, Part of Park	13	0	30
5	Fish Ponds and Plantation	1	0	18
6	Broomsbury Meadow, Part of Park	17	0	6
7	Plantation	3	0	30
8	Ditto	0	1	32
9	Miller's Piece (including Road)	20	3	35
10	Old Spinney	0	0	16
11	Stafford Meadow	12	3	21
12	Thirty Acres (including Road)	29	3	22
13	Farmhouse, Buildings, Yard, Garden, and Homestead (including Road)	3	1	11
14	Kingston Mead	27	0	13
15	Lower Kingston Mead	17	3	0
16	New Piece	3	1	37
17	The Meadow	2	2	24
23	Lane	0	0	29
24	The Hill	2	0	34

The Pauncefort Duncombe Estate Act, 1853.

Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
25	Mill Hill	9	0	8
26	The Leys	1	2	35
27	The Meadow	12	0	29
28	Plantation	0	0	17
29	Far Close	9	2	24
30	Plantation	0	0	21
31	The Eight Acres	7	0	22
32	Near the Home Field, or New Meadow Close	11	1	21
33	Lower Long Ground	8	3	35
34	Cowhouse Ground, or Far Close	11	2	19
35	Square Ground	15	3	6
36	Appley Mead	21	3	30
37	Fourteen Acres	14	3	27
38	Plantation	0	0	8
39	Near Appley Mead	10	2	0
40	Plantation	0	0	10
41	Gravel Ground adjoining Meadow	11	0	29
42	The Meadow	10	1	30
43	Gravel Ground	9	3	27
44	Plantation	0	1	29
45	Home Pasture	22	3	18
46	Orchard Close	0	3	0
47	Plantation	0	1	6
48	Farmhouse Buildings, Stackyards, Cowyards, Garden, and Paddock	2	3	38
65	The Slipe	6	3	3
66	Little Brickhill Field	2	2	18
67	Behind Broomsborough	14	1	8
68	Little Broomsborough	3	2	33
69	Broomsborough	12	0	21
71	Square Piece	6	0	31
72	Brook Furlong	21	3	5
89	The largest Hill Field	10	0	3
90	Plantation	1	1	11
91	Kiln Ground Pasture	12	0	7
92	Little Kiln Ground	4	1	2
93	Near Clarke's Close Stile	0	2	32
94	Clarke's Close	13	0	6
95	Plantation	0	1	10
96	Ditto	0	1	12
97	Maddox Meadow or Coney Gree Hill	10	2	38
98	Pightle	0	0	26
99	Cannon Hill Pightle	1	0	24
100	Ditto	0	1	11
101	Plantation	1	1	3
102	The Hills	8	0	6
103	Plantation	2	1	21
104	The First Hill Field	7	3	3
105	The Second Hill Field	8	2	7
106	The Hills	8	2	10
107	Plantation	12	0	2
108	Near Kite Hill	1	1	18
109	Lane	0	3	14

[Private.]

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The Pauncefort Duncombe Estate Act, 1853.

Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
112	Kite Hill	12	3	24
113	Plantation	0	2	3
125	Plantation	0	2	2
126	Johnson's Close	3	0	37
127	Piper's Hill Plantation	1	3	10
128	Piper's Hill	8	0	34
129	Lady's Hole	5	3	19
130	Prestnalls	5	3	38
131	Prestnall's Plantation	0	3	13
132	Wood Lodge and Garden	0	1	11
133	Great Wood	61	0	3
134	Long Slipe	4	1	5
137	Lane	0	0	35
138	Hanging Leys	2	3	8
139	Hanging Ley Plantation	5	2	10
140	Broom Close	6	0	35
161	Vasse's Close or Peppiate's Close	2	1	38
166	A Right of Way.	—	—	—
169	Home Close	3	2	2
174	Nutt's Close	5	2	32
175	Jones' Close	6	1	32
183	Two Houses and Gardens	0	0	35
188	Two Cottages and Gardens	0	1	14
202	Long Piece	7	0	37
203	Bark Close	6	1	27
204	Farmhouse, Buildings, Yard, and Garden	1	2	5
205	Home Close	6	3	33
206	Cowhouse and Rickyard	0	0	8
207	Cock Close	11	0	29
208	Middle Ruin	19	1	24
209	Plantation	0	2	3
210	Ditto	1	3	10
211	Road Balk	10	1	5
212	New Piece	10	3	38
213	Road Balk	13	3	9
214	Part of Great Ground	4	3	5
215	Slipe	0	2	10
216	Pond Pightle	3	0	27
217	The Slipe	1	0	3
218	Spring Close	4	3	2
219	Spring Field	5	1	24
220	Slipe, lately Spinney	0	1	14
221	Home Greeves Field	5	3	18
222	Slipe Greeves Hill	7	3	3
223	Townsend Close	9	0	18
224	Far Greeves Hill	5	2	30
225	Greeves Hill	7	0	32
226	Kirk's Pightle	1	3	3
374	Timber Yard and Buildings	0	0	37
375	Kitchen Garden	0	3	39
376	Wall Garden	0	0	34
421	Plantation	0	0	16
179	Two Cottages and Gardens	0	0	31

The Pauncefort Duncombe Estate Act, 1853.

Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
164	Square Close	7	3	3
170	Farmhouse, Buildings, Yard, and Garden	0	3	11
171	Two Cottages and Gardens	0	1	8
173	Hill Field	14	0	8
194	Heath Close	0	3	5
195	Plantation	0	2	16
196	Hale Bottom	4	3	27
197	Plantation	0	2	25
198	Sandy Close	6	1	34
199	Paddle Green Close	7	0	10
200	Bent Close, with Keeper's Lodge, Outhouses, Kennels, &c.	4	3	35
75	Willow Plot	2	0	14
76	The Allotment	8	3	2
77	Ditto	5	1	34
78	Ditto	6	3	29
186	Three Cottages and Gardens	0	0	32
187	Duck End Field	2	1	21
191	Garden	3	3	2
172	Paddles Green	2	0	30
435	Gardens in Green End	0	0	22
436	Two Houses and Gardens	0	0	32
437	Gardens in Green End Green	0	1	29
180	House, Barn, Stable, and Garden	0	0	19
181	Two Cottages and Gardens	0	0	21
177	Two Cottages, Bakehouse, Yard, and Garden	0	0	18
184	Fisher's Close	4	1	34
158	Building and small Piece of Ground	0	0	7
159	Orchard Close	2	0	11
160	Ditto	2	3	35
162	Pasture Close	4	0	19
49	Mosses Close	7	1	2
50	Long Close	6	2	19
51	Bushey Close	12	2	38
52	Galley Lane Field	8	2	2
53	King's Ground	19	3	21
54	Shoulder of Mutton	2	3	30
55	Jersey	7	1	21
56	Quidlicutt	7	1	16
57	New Piece	15	2	0
58	Water Meadow	12	2	38
59	Oat Leys	12	1	24
60	Dairy Ground	39	0	19
61	House, Buildings, Yard, Fold Yard, and Paddock	3	1	26
62	Fowler's Close	5	2	0
63	Middle Meadow	13	1	14
64	Top Meadow	10	2	38
176	Upper Jeffreys	4	2	11
189	Howells	7	0	18
190	Lower Jeffreys	3	0	36
192	Heath Close	6	3	30
352	Pond Close	2	0	0
360	Hill Close	1	0	30

The Pauncefort Duncombe Estate Act, 1853.

Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
361 <i>a</i>	House and Garden	0	0	10
368	Cox's Close	2	3	22
369	Cottage and Garden	0	0	11
370	Cottage and Garden	0	1	11
372	Plantation	0	0	35
373	Sawpit Close	2	2	2
380	Hart's Garden	5	2	0
381	House and Yard	0	0	24
444	Home Close	3	0	19
447	House, Buildings, and Garden occupied by Bailiff	0	2	35
448	Cottage and Garden	0	0	19
449	Old Garden	0	0	21
451	Two Cottages and Gardens	0	0	23
452	Little Forrister's Close	1	2	16
459	Plantation	0	1	0
460	Keeper's Lodge	0	0	32
468	Duncombe Arms, Buildings, Yard, and Garden	0	1	21
469	Bushe's Close	1	1	2
461	High Ash Close	2	3	0
297	Gardens in Highway Lane	0	0	23
298	Ditto	0	0	23
299	Ditto	0	1	19
310	Land near Hand Post	0	1	3
311	Ditto	0	1	37
312	Ditto	0	2	37
422	Plantation	1	0	16
423	Gardens	1	1	5
445	Garden	0	0	37
366	Buildings and Yard	0	0	13
367	Hammond's Close	4	1	27
462	Ditto	2	2	35
250	Covent Garden or Heath Close	4	1	24
Part 438	Harris's Close	2	3	27
443	Lower Harris's Close	1	2	29
432	House, Barn, and Garden	0	2	0
271	Five Cottages and Gardens	0	1	35
439	Four Cottages and Gardens	0	1	14
267	Top Herrings	1	2	35
268	Middle Herrings	2	2	31
269	Bottom Herrings	2	3	6
270	Cottage and Garden	0	0	28
289	Two Cottages and Gardens	0	0	30
454	Two Cottages and Gardens	0	2	6
466	Pightle	0	2	30
467	House, Yard, and Garden	0	0	38
471	Cottage and Garden	0	0	16
362	Two Cottages and Gardens	0	0	17
383	Charley Moor	5	1	38
335	Quick Sands	4	0	23
340	Ditto	3	2	24
341	Hangott Hill	8	3	25
342	Townsend Close	3	3	34
355	House, Yard, and Garden	0	0	32

The Pauncefort Duncombe Estate Act, 1852.

Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
371	Jacob's Close	5	3	38
290	Three Cottages and Gardens	0	0	18
473	House, Bakehouse, Yard, and Garden	0	1	10
438	Two Cottages and Gardens			—
474	Cottage and Garden	0	0	13
434	Seven Cottages and Gardens	0	1	8
442	Dodd's Hill	2	2	18
456	Home Close	2	2	7
457	House, Shop, Yard, and Garden	0	1	0
465	Cottage, Garden, and Barn	0	0	32
365	House and Garden	0	0	19
430	Moor Close	1	2	3
431	House Close	2	0	24
433	House, Yard, Garden, &c.	0	2	2
446	House and Garden	0	0	10
287	Broomwell End Close	2	1	18
384	Charley Moor Pightle	1	1	22
440	Meakin's Close	2	0	29
441	Meakin's Close	0	3	30
458	Orchard, Garden, &c.	0	1	6
472	Three Houses, Carpenter's Shop, Gardens, and Homestead	0	2	32

Township of Water Eaton.

3	Edward Wells' Close	1	1	7
4	Ditto	0	1	20
5	Ditto	0	3	9
6	Ditto	0	2	28
23	House, Buildings, and Coalyard	0	0	28
153	Wheat Hill Piece	6	0	6
154	The Furlongs	12	3	20
155	Row Ditch Piece	2	3	12
155 ^b	Ditto	6	3	31
155 ^a	Ditto	3	3	37
156	Ditto	8	0	11
156 ^a	Brick and Tile Yard	1	0	0
157	Tenter Close	12	3	3
160	Bunker's Close	2	0	6
8	Witt's Close	1	1	8
9	High Water End	1	1	27
10	Grass Holme	1	2	26
11	Ditto	0	1	35
70 ^a	Stone Piece	3	2	16
71	Hart's Hill Piece	2	2	33
7	Witt's Close	2	0	33
12	Mill Meadow	5	3	23
13	House, Water Corn Mill, Buildings, Yards, and Gardens,	0	3	5
169	Gardens	0	0	16
47	Taylor's Orchard and Close	1	2	33
48	Hobbs' Furlong Piece	1	1	15
69	Bât Furlong Piece	16	2	20
70	Farmhouse, Buildings, Yard, Garden, and Paddock	2	3	32
17	The Meadow	12	0	0

[Private.]

The Pauncefort Duncombe Estate Act, 1853.

Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
41	Public House, Homestead, and Close.	2	1	22
72	The Stone Piece	7	1	17
73	Hart's Hill Piece	7	2	37
15	Stoney Butt Leys	7	0	4
16	The Meadow	5	2	39
19	Canal Plantation.	0	0	13
20	Canal Piece	0	3	7
42	The Green	0	3	38
46	Close	2	1	1
49	First Hobbs' Furlong Piece	6	0	13
50	House, Homestead, and Close	2	2	13
54	Plantation	0	0	17
55	Water Furrows Piece	12	0	29
56	Plantation	0	0	13
57	Second Hobbs' Furlong Piece	11	0	8
58	Slade Furlong Piece	8	3	0
59	Crooked Furlong Piece	13	0	38
60	Plantation	0	0	13
61	Broad Stone Piece	14	2	2
62	Plantation	0	0	15
63	Ditto	0	0	14
64	Long Stone Piece	17	0	0
65	Plantation	0	0	11
66	Ditto	0	0	13
67	Ditto	0	0	12
68	Bat Furlong Piece	5	3	14
166	Garden and Isaac's Close	3	3	31
40	Five Cottages, Blacksmith's Shop, Gardens, and Home Close	2	2	12
161	Close	3	1	38
162	Goodman's Close	3	0	27
163	Bunker's Pightle	1	0	29
164	House, Barn, Stables, Cowhouses, Buildings, Homestead, and Orchard	1	1	10
29	Three Houses and Gardens	0	1	0
39	House, Cottage, Gardens, and Orchard	0	2	16
33	Well's Orchard	1	2	6
Frontage of 31	Garden on Waste	0	0	10
40a	Cottage and Garden	0	0	5
45	Garden	0	0	22
172	Three Cottages and Gardens	0	0	35
"	Cottage and Garden	0	0	11
<i>Township of Bletchley.</i>				
81	House and Garden	0	0	20
81	Old Orchard	0	3	3
82	An Allotment	1	0	5
Part of 123	North Hill Field	28	1	8
13	Far Cottenham Piece (South)	5	0	0
13a	Far Cottenham Piece (North)	8	0	6
14	Homeward ditto (North)	2	3	25
14a	Ditto ditto (South)	5	3	12
14b	Ditto ditto	8	0	0

The Pauncefort Duncombe Estate Act, 1853.

Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
Part of 15	Great Hill - - - - -	0	0	31
„ 15	Great Hill - - - - -	1	0	32
„ 16	Billington's Calves - - - - -	1	1	5
„ 17	Little Back Leys - - - - -	1	0	7
„ 18	Great Back Leys - - - - -	1	3	12
19 and 20	House, Shop, Buildings, Yard, Garden and Paddock -	2	3	36
77	Hobmitchell Close - - - - -	1	3	36
22	Two Cottages and Gardens - - - - -	0	0	25
104	House, Homestead and Close - - - - -	6	0	23
„	Cottage and Garden - - - - -	0	0	10
<i>Township of Fenny Stratford.</i>				
6	The Brickyard and Two Cottages - - - - -	3	0	34
7	Honeybone's Orchard - - - - -	0	3	20
8	Savage's Meadow - - - - -	6	2	27
9	Long Meadow - - - - -	8	3	0
10	Great Meadow - - - - -	20	2	4
11	Saffron Gardens - - - - -	20	1	8
13	Manor Close - - - - -	20	2	0
14	Road Close - - - - -	3	3	37
15	A Garden and Cottage - - - - -	0	0	22
16	House, Buildings, Homestead, and Garden - - - - -	1	0	0
17	Holsey's Close - - - - -	18	2	12
3a	Garden - - - - -	0	0	6
31	Bull Close - - - - -	2	2	15
32	Little Bull Close - - - - -	1	0	14
59	Hudson's Close - - - - -	5	0	25
60	House and Garden - - - - -	0	1	16
74	Hopper's Piece - - - - -	2	3	16
84	Bull Piece - - - - -	7	0	9
85	The Butts - - - - -	2	2	11
<i>Parish of Soulburry otherwise Solbury.</i>				
	Cottage - - - - -			
	Cottage - - - - -			
	Cottage - - - - -			
	Cottage - - - - -			
<i>Parish of Stoke Hammond.</i>				
	Meadow - - - - -	0	2	5
	Stoke Hammond Meadow - - - - -	6	3	35
<i>Parish of Little Brickhill.</i>				
	Little Brickhill Field - - - - -	2	0	33
<i>Parish of Bow Brickhill.</i>				
	Bow Brickhill Ground - - - - -	1	0	20

The Pauncefort Duncombe Estate Act, 1853.

Number on Tithe Plan.	Description.	Quantity.		
<i>Parish of Great Marlow.</i>				
		A.	R.	P.
157	Wood	3	1	28
159	Wood	0	0	38
161	Four Acres	3	2	39
162	Long Fulmer's	5	0	19
164	Upper Lemons	8	0	20
165	Pond Close	6	2	34
166	Lower Lemons	8	2	35
167	Broad Field	10	3	9
169	House, Buildings, Homestead, Garden, and Orchard	1	2	12
170	Matthew's Platt	3	0	35
187	Platts	6	3	12
190	Well Close	2	3	22
191	Little Harbridge	0	2	8
225	Part of Purceley Hill	0	2	0
236	Scrubsley	3	1	38
285	Plat	0	0	38
289	In Upper Common Field	0	2	0
292 a	Ditto	1	1	32
304 a	Ditto	0	3	0
307	Ditto	6	3	10
341	Ditto	2	2	12
342	Ditto	0	0	32
346	Ditto	0	1	35
353 a	In Lower Common Field	0	3	14
358	Ditto	0	3	6
367	Ditto	1	2	2
372 a	Ditto	0	2	0
376	Ditto	0	3	20
384 a	Ditto	1	2	1
413	Ditto	0	3	32
420	Ditto	0	3	17
429 a	Ditto	0	1	31
433	Ditto	0	3	16
Part 441	Ditto	0	3	0
477	Ditto	1	1	25
501	Ditto	1	1	20
507 a	Ditto	0	0	33
540 a	In the Meadow	0	3	22
547	Ditto	1	0	32
<i>Parish of Ellesborough.</i>				
1	Pitt's Close	0	2	11
2	Home Piece	10	1	11
3	Meadow	7	2	26
4	Lee Field Piece	10	2	20
5	Corner Ground Piece	13	2	14
6	Meadow	10	1	16
7 & 8	Pightle, Cottage, Yard, &c.	1	1	37
<i>Parish of Leighton Buzzard in the County of Bedford.</i>				
	New Allotment	3	1	36

The Pauncefort Duncombe Estate Act, 1852.

Number on Tithe Plan.	Description.	Quantity.
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The Manor or reputed Manor of Woolscott otherwise Grandborough and Woolscott in the Parish of Grandborough in the County of Warwick, with all the Rights, Privileges, Perquisites, Profits, and Appurtenances thereto belonging and appertaining; and also certain Common and other Rights in Woolscott Meadow and the Green, and the following Lands and Premises:

		A.	R.	P.
1	Woolscott Manor House, Outbuildings, Yards, Gardens, and Orchard	1	1	14
2	Lamb Close	22	2	16
3	Bridge Meadow	12	2	5
4	Little Meadow	6	0	14
5	House Close	17	0	24
6	Land Close	8	1	12
7	Bush Ground (North)	17	2	10
8	Bush Ground (South)	15	0	16
9	Furze Ground	35	3	18
10	Middle Ground	33	1	32
11	Nine Acres	9	2	28
12	Cottage, Hovels, and Yards	0	1	11
13	Upper Ground	36	1	10
108	Two Cottages and Gardens	0	0	21
109	Cottage and Garden	0	0	31
138	Garden	0	0	14
141	Three Cottages and Gardens	0	0	28
142	Garden	0	0	11
143	Garden	0	0	20

In Willoughby, County of Warwick.

14	Brook Meadow	5	1	6
15	Home Close	13	2	4

In Barby-with-Onley, County of Northampton.

1	Only Meadow	4	3	31
2	Only Close	8	2	34

Number
on Estate Plan.

Parish of Bourne in the County of Lincoln.

1	Cawthorpe Ground	8	2	37
2	Mill Close	11	1	37
3	Cow Close	8	0	39
4	Eight Acres	8	1	38
5	Road Close	7	3	3
6	Seven Acres	7	2	25
7	Eighteen Acres	18	2	2
8	Little Field	3	2	20
9	Sand Pit Field	11	0	8
10	House, Buildings, Yard, Garden, &c.	1	2	28
11	Mill Close	22	3	24
12	Bourne, North End	2	3	27
13	Three Cottages, Building, and Yard	0	0	15
14	Five Cottages and Gardens	0	0	31
14 a	Stackyard	0	2	2
15	House, Buildings, Yards, &c.	0	2	6

[Private.]

The Pauncefort Duncombe Estate Act, 1853.

Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
16	Two Houses and Gardens	0	0	20
17	A Paddock	0	2	5
18	Key's Close	5	3	10
19	Stonehouse Close	1	1	21
20	Key's Close	16	2	0
21	Ditto	5	0	27
22	Ditto	1	2	8
23	A Paddock	2	0	17
24	Stamp Close	6	0	27
Parts 25 and 26 }	Part of the Park	15	3	2
Part 26	Ditto	4	3	30
Part 26	Ditto	7	1	18
Parts of 25, 26, and 27 }	Ditto	12	3	17
28	House and Garden	0	0	39
29	Land and Buildings	0	1	34
30	Red Hall Stables, Coach-houses, Yard, Garden, &c.	1	2	12
31	Site of Part of Cottage near Red Hall Gate	0	0	1
32	High and Low Close	3	1	12
33	Plantation	0	0	24
33 a	House, Yard, and Garden	0	0	15
34	Cottage and Garden	0	0	12
34	Three Cottages	0	0	10
34 a	House and Yard	0	0	24
35	Plantation	0	0	24
36	Chain Close	3	3	38
Part 37 } and 38 }	Part of the Park	4	3	7
Part 37 } and 38 }	Ditto	3	3	0
39	South Field	4	1	27
40	House, Outbuildings, Yard, and Paddock	1	3	38
41	Plantation	0	0	18
42	South Field	9	3	39
43	Ditto	9	2	31
44	Ditto	22	2	25
45	Ditto	3	0	31
46	Ditto	7	0	16
47	Ditto	2	1	22
48	Ditto	5	2	36
49	Ditto	5	0	29
50	Ditto	4	0	27
51	Nailor's Close	3	3	1
52	Bourne Meadow	3	0	24
53	Ditto	5	2	31
54	Ditto	8	0	5
55	Ditto	2	1	10
56	Ditto	6	0	24
57	Ditto	7	3	26
58	Ditto	4	0	25
59	Gobold's Park	10	3	22
60	Willow Tree Close	7	0	8
61	Gobold's Park	19	1	23
62	Ditto	5	3	8

The Pauncefort Duncombe Estate Act, 1853.

Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
63	Ditto	6	0	11
64	Ditto	16	3	22
65	Ditto	7	0	32
66	Ditto	5	3	5
67	Ditto	5	0	20
68	Friar Bar Pasture	3	3	36
69	Ditto	3	2	9
70	North Fen	4	1	39
71	Ditto	6	0	18
72	Ditto	4	3	20
73	Ditto	10	0	18
74	Ditto	12	2	32
75	Ditto	12	2	32
76	Ditto	9	2	10
77	Ditto	6	3	12
78	Ditto	13	3	37
79	Ditto	12	3	37
80	Ditto	9	1	20
81	Ditto	8	3	23
82	Ditto	14	1	4
83	Ditto	13	0	3
84	Ditto	9	2	10
85	Ditto	9	1	10
86	Ditto	8	3	2
87	Ditto	8	3	11
88	Ditto	14	1	12
89	Ditto	6	2	3
90	Ditto	5	2	25
91	Ditto	5	3	9
92	Ditto	6	1	23
93	Ditto	7	1	15
93a	Ditto	7	2	28
94	North Fen	7	1	34
94a	Ditto	7	2	3
95	Ditto	7	0	25
96	Ditto	7	3	7
97	Ditto	14	2	21
98	Ditto	14	2	38
99	Ditto	15	1	28
100	Ditto	9	2	38
101	Ditto	11	0	37
102	Ditto	11	3	12
103	Ditto	9	1	8
104	Ditto	6	1	1
105	House, Buildings, Yard, and Garden	2	0	38
106	North Fen	6	3	29
108	South Fen	11	3	24
109	Ditto	2	1	1
110	Ditto	10	1	8
111	Ditto	4	2	11
112	Ditto	5	1	4
113	Ditto	2	2	20
114	Ditto	12	1	8
115	Ditto	12	0	12
116	Ditto	6	1	19

The Pauncefort Duncombe Estate Act, 1853.

Number on Estate Plan.	Description.	Quantity.		
<i>Parish of Langtoft.</i>				
		A.	R.	P.
1	House, Yard, and Garden	0	1	24
2	East Field	0	2	5
3	The Fen	2	3	37
<i>Parish of Morton.</i>				
1	Bass's Close	6	2	11
2	The Allotment	9	2	36
3	Ditto	7	3	14
4	First Fen	10	3	12
5	Far Fen	11	0	33
<i>Parish of Stainfield.</i>				
1	Stainfield Close	8	3	36
<i>Parish of Swayfield.</i>				
1	Swayfield Close	9	3	23
2	Wood Close	11	3	11
<i>Parish of Thurlby.</i>				
1	Elsa Close	1	0	13
2	Fen	8	0	20
<i>Parish of Whaplode.</i>				
33 a	Thorpe's Close	2	2	12
<i>Parish of Long Sutton.</i>				
1	Top Marsh	26	3	26
2	Twenty Acres	21	3	30
3	Roman Bank Field	12	1	39
4	Ten Acres	8	2	14
5	Farmhouse, Buildings, Yard, and Garden	1	0	17
6	Twenty Acres	21	3	10
7	Home Piece	10	0	16
8	Seventeen Acres	18	0	6
9	Creek	0	1	28
10	Ditto	1	1	6
11	Ditto	0	1	22
12	Ditto	0	1	13
13	Bottom Marsh	26	1	10
14	Part of Creek	7	2	0
<i>Parish of Pinchbeck.</i>				
1	The Eight Acres	8	1	26
2	Lane Close	3	3	29
3	Meadow	4	3	22
4	Garden	0	0	34
5	The Four Acres	4	0	28

The Pauncefort Duncombe Estate Act, 1853.

Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
6	House, Buildings, Yard, and Little Marsh Close	14	1	29
7	Garden	0	2	0
8	The Thirteen Acres	13	1	15
9	North Great Marsh	13	0	0
10	South Great Marsh	19	0	8
11	The Nine Acres	9	2	17
12 & 12 <i>a</i>	The Eleven Acres	11	2	33
13	The Twelve Acres	12	1	25

Manthorpe, Parish of Wytham-on-the-Hill.

13	May Close	1	2	16
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Parish of Yaxley in the County of Huntingdon.

1	Home Close	2	2	5
2	Orchard	0	2	38
3	Hog Fen	2	1	5
4	Ditto	2	2	29
5	Over Fen	1	1	29
6 & 7	Fen	8	2	4
8	Fen	13	3	7

And all and singular other (if any) the Manors, Messuages, Tenements, Lands, and Hereditaments, whether Freehold or Copyhold, or of whatsoever Tenure the same may be, situate in the said Counties of Buckingham, Lincoln, Bedford, Warwick, Northampton, and Huntingdon respectively, or any of them, or elsewhere in England or Wales, not included in the said First Schedule herein-before contained, or in the Second Division herein-after contained of this present Schedule, but comprised in and devised by the said recited Will of the said Philip Duncombe Pauncefort Duncombe the Father.

Together with all and singular the Hereditaments, Royalties, Members, Rights, Easements, and Appurtenances whatsoever to the said Manors, Messuages, Lands, and Hereditaments, or any of them, or any Part thereof respectively, belonging or in anywise appertaining, or with the same or any Part thereof usually held, occupied, or enjoyed.

SECOND DIVISION;

Comprising the Leasehold Hereditaments not included in the said Settlements.

Parish of Great Brickhill aforesaid.

		A.	R.	P.
448	Cottage	0	0	18
Part 438	Harris's Close	0	0	10
179 <i>a</i>	Cottage and Garden	0	0	10

Township of Water Eaton aforesaid.

30	Cottage and Garden	0	0	2
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[Private.]

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The Pauncefort Duncombe Estate Act, 1852.

Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
<i>Township of Bletchley aforesaid.</i>				
38	The Further Piece	10	1	10
39	The Meadow	9	1	0
40	Middle Pease Furlong (South)	6	1	28
40 <i>a</i>	Ditto (North)	3	1	16
41	Upper Pease Furlong	7	2	37
59	House and Garden	0	0	35
60	House, Buildings, Homestead, and Orchard	1	0	30
61	Home Close	2	1	0
Part 123	North Hill Field	30	1	19
Part 78	House and Garden	0	2	7
Part 15	Great Hill	4	1	8
Part 16	Billington's Calves	1	0	27
Part 17	Little Backleys	0	1	0
Part 18	Great Backleys	2	0	25
18	Ditto	0	2	0
71	House, Homestead, and Close	2	2	2
79	House and Garden	0	1	38
80	Ditto	0	0	37

And all and singular the Hereditaments, Rights, and Appurtenances thereto respectively belonging, or therewith usually occupied.

Wynn Hill.

The **THIRD SCHEDULE** referred to in the foregoing Act.

FIRST DIVISION;

Being the Hereditaments contracted to be purchased from Lord Leigh or his Trustees, as recited in the foregoing Act.

Parish of Great Brickhill aforesaid.

Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
463	Home Close	2	2	34
464	Yard and Garden	0	1	22
"	School and Yard	0	1	0

SECOND DIVISION;

Being the Hereditaments contracted to be purchased from William Stanger, as recited in the foregoing Act.

Parish of Fleet aforesaid.

2 <i>a</i>	Stanger's Close	2	3	36
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Wynn Hill.

The Pauncefort Duncombe Estate Act, 1853.

The FOURTH SCHEDULE referred to in the foregoing Act ;
Comprising the Hereditaments authorized to be laid out and leased for
Building Purposes.

The following Pieces or Parcels of Land or Ground in the respective Townships of
Bletchley and Fenny Stratford, in the Parish of Bletchley in the said County of
Buckingham; viz.

In the Township of Bletchley.

Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
1	Cottenham Field	4	1	27
2 & 2a	Ditto	11	0	0
3	Cottenham Field, North	11	3	15
3a.	Ditto South	0	3	5

In the Township of Fenny Stratford.

17	Holsey's Close	18	2	12
18 } 18a }	Houses on Waste	0	1	1
31	Bull Close	2	2	15
58	House, Garden, and Close	0	3	37
59	Hudson's Close	5	0	25
60	House and Garden	0	1	16
65	Grave Close	7	0	9
65a	Gardens on the Waste	1	0	0
74	Hopper's Piece	2	3	16
84	Bull Piece	7	0	9
85	The Butts	2	2	11
87	Long Close	7	0	21
81	Marl Pits	2	3	33
82	Radland Close	2	2	36

And the Hereditaments, Rights, Easements, and Appurtenances thereunto respectively
belonging or therewith usually occupied.

Wynn Hill.

The Pauncefort Duncombe Estate Act, 1853.

The FIFTH SCHEDULE referred to in the foregoing Act ;

Being the Hereditaments belonging to the said Philip Duncombe Pauncefort Duncombe the Son, therein authorized to be purchased with the Residuary Personal Estate.

The following Messuage, Lands, and Hereditaments in the Parish of Great Brickhill in the said County of Buckingham ; viz.

Number on Estate Plan.	Description.	Quantity.		
		A.	R.	P.
193	Heath Close	4	0	16
240	Blackheath Close	9	0	13
245	Ditto Part Lane	10	3	5
246	Garden	0	0	30
247	Garden and Common	1	0	0
256	Ash Spinney	2	1	8
257	Bottom Piece or Sprouts	1	1	38
254	Black Dog Beerhouse and Garden	2	3	32
255	Fourteen Acres	19	0	22
266	Knightley's	2	3	5
286	House, Buildings, Yard, and Garden	0	1	38
288	Home Close	3	1	10
291	Cowshed and Yard	0	0	27
292	Cowhouse Hill	7	3	8
296	Clover Hill	8	2	18
295	Upper Great Ground	23	2	26
300	Hanging Baulk	14	2	35
302	Bean Close or Sheffield Close	3	3	14
303	Bean Close	10	3	6
330	The Meadow	8	3	29
331	Haines' Close	3	1	16
332	Great Ground	28	0	24
363	Saunders' Close or Harts	1	0	16
	Site of Road from Great Brickhill to Stoke Hammond	1	0	2

In the Parish of Soulberry otherwise Solbury.

Lord's Mead	1	2	2
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In the Township of Water Eaton.

158	Tenter Close	5	0	37
159	The Butts	2	1	4
28	Two Cottages and Gardens	0	0	9

In the Township of Bletchley.

167	House, Garden, and Orchard	0	2	23
168	House and Garden	0	0	12

And the Hereditaments, Rights, Easements, and Appurtenances thereunto respectively belonging, or therewith usually occupied.

Wynn Hill.