



ANNO DECIMO OCTAVO & DECIMO NONO

VICTORIÆ REGINÆ.

Cap. 2.

An Act to enable the Trustees under the Settlement executed on the Marriage of *Philip Rideout Hoffe* to effect a Sale to Sir *Richard Plumtre Glyn* Baronet, of certain Hereditaments situate at *Twyford* in the Parish of *Compton Abbas* and County of *Dorset*, and for other Purposes ; and of which the Short Title is “ *Hoffe’s Estate Act, 1855.*” [26th June 1855.]

WHEREAS *John Hoffe*, late of *Iwerne Minster* in the County of *Dorset*, Gentleman, deceased, by his last Will and Testament in Writing, bearing Date the Twelfth Day of *July* One thousand eight hundred and thirty-two, and executed in the Presence of Three Witnesses, (after making various specific Devises and Bequests,) gave and devised (amongst other Hereditaments) all that his Freehold Messuage or Dwelling House, with the Garden, Orchard, Lands, and Appurtenances thereto belonging, called *Gums Estate*, situate at *Twyford* in the Parish of *Compton Abbas* in the County of *Dorset*, and all other his Freehold, Leasehold, and Copyhold Messuages, Lands, Tenements, and Hereditaments situate in the

[Private.] *f* several

Will of John Hoffe, deceased, dated 12th July 1832.

Hoffe's Estate Act, 1855.

several Parishes of *Compton Abbas, Melbury Abbas, East Orchard*, or elsewhere, and all other his Real and Personal Estate and Effects not otherwise thereby disposed of, unto the Reverend *Robert Salkeld, William Miles*, and *Thomas Rixsen*, therein respectively described, to hold to them, their Heirs, Executors, Administrators, and Assigns, upon trust to receive and take the Rents and Profits of his said Freehold Estates, Lands, and Premises, and pay and apply so much or such Part thereof from Time to Time as might be necessary for the Support and Maintenance of *Sarah Hoffe*, the Widow of his the Testator's late Son *John Hoffe*, and also for the Support, Maintenance, Education, and bringing up of all and every the Children of his said late Son *John Hoffe*, as the said Trustees should think proper, until both the Sons of the Testator's late Son *John Hoffe* should attain the Age of Twenty-eight Years; and in the meantime the Testator directed that the Overplus of the Rents, Profits, and Proceeds of his said Estates should accumulate for the Benefit of the Children of his said late Son *John Hoffe* as therein mentioned; and from and after his the Testator's Grandson *Philip Rideout Hoffe* attaining the said Age of Twenty-eight Years, the Testator directed that his said Trustees should stand seized of his the Testator's Freehold Messuage or Dwelling House, with the Garden, Orchard, Lands, and Appurtenances called *Gums*, situate at *Twyford* aforesaid, and lying on the North and East Sides of *Crocker's Lane*, together with a Field called *Bladen's Close*, formerly Part of late *Wakes* Estate, unto and to the Use of the said *Philip Rideout Hoffe*, his Heirs and Assigns, for ever; and the said Testator also gave and devised unto his Grandsons *John Hoffe* and the said *Philip Rideout Hoffe*, on their attaining their said Ages of Twenty-eight Years, all his Arable Lands lying in *Compton* Fields called late *Wakes*, with the Sheep Leazes thereto belonging, and Four Horse Leazes in *Twyford Common*, to hold to them the said *John Hoffe* and *Philip Rideout Hoffe*, their Heirs and Assigns, for ever, as Tenants in Common, and not as Joint Tenants: And whereas the said Testator died on the Eighth Day of *August* One thousand eight hundred and thirty-two without having altered or revoked his said Will, and on the Fourth Day of *April* One thousand eight hundred and thirty-three the said Will was proved by the said *Robert Salkeld, William Miles*, and *Thomas Rixsen*, the Executors therein named, in the Prerogative Court of *Canterbury*: And whereas by a statutory Indenture of Release, bearing Date the Seventeenth Day of *June* in the Year One thousand eight hundred and forty-five, and made between the said *Philip Rideout Hoffe* of the First Part, *Emily Louisa Hoffe*, by her then Name and Description of *Emily Louisa Lush* of *Berwick Saint John* in the County of *Wilts*, Spinster, of the Second Part, and *John Alfred Lush*, therein described of the City of *New Sarum* in the County of *Wilts*, Surgeon, and *Josiah Gould*, therein described of *Lower Lytchett* in the said County of

Recital of
Indenture of
Release and
Settlement,
dated 17th
June 1845.

Hoffe's Estate Act, 1855.

of *Dorset*, Gentleman, of the Third Part, reciting therein to the Purport or Effect aforesaid, and reciting that the said *Philip Rideout Hoffe* had attained his Age of Twenty-one Years, but had not attained the Age of Twenty-eight Years, and also reciting that a Marriage was intended to be shortly had and solemnized between the said *Philip Rideout Hoffe* and *Emily Louisa Hoffe*, then *Emily Louisa Lush*, and that upon the Treaty for the said Marriage it was agreed that the said Lands, Hereditaments, and Premises therein-after described and intended to be thereby released, should be settled and assured (subject nevertheless to the several Trusts mentioned, expressed, and declared of and concerning the same in and by the therein and herein-before recited Will of the said *John Hoffe*,) to the Uses, upon the Trusts, and in manner therein-after expressed, it was by the said Indenture witnessed, that in consideration of the said intended Marriage, and for the nominal Consideration therein mentioned, he the said *Philip Rideout Hoffe* did grant, release, and confirm unto the said *John Alfred Lush* and *Josiah Gould*, their Heirs and Assigns, all that Messuage, Tenement, or Dwelling House, together with the Stable, Outbuildings, Garden, and Appurtenances thereto adjoining and belonging, situate at *Twyford* in the said Parish of *Compton Abbas*, then in the Occupation of Mrs. *Sarah Hoffe* Widow, and also the several Closes, Pieces, or Parcels of Orchard, Arable, Meadow, and Pasture Land next therein-after mentioned, (that is to say,) *Gums Orchard* containing Three Acres Seventeen Perches, *Half-pence* and *Gums Meadow* containing Nine Acres Two Roods Twenty-two Perches, *Hither Strouds* containing Three Acres Three Roods Six Perches, *Yonder Strouds* containing Three Acres Two Roods Ten Perches, *Lower Redhills* containing Six Acres One Rood Twenty-eight Perches, *Higher Redhills* containing Four Acres One Rood Thirty-four Perches, *Ten Acres* containing Nine Acres Thirty-four Perches, *Cow-ground* containing Ten Acres Two Roods Ten Perches, *Cow-ground Orchard* containing One Acre Three Roods Twenty-five Perches, *Blacon* or *Blagon* otherwise *Bladon Close* containing One Acre Three Roods Seventeen Perches, (were the same several Quantities more or less,) and also all that the undivided Moiety or equal Half Part or Share of the said *Philip Rideout Hoffe* of and in the several Pieces or Parcels of Land lying in the Common Fields of *Compton Abbas* aforesaid, next therein and herein-after mentioned, (that is to say,) in *Twinton* or *Twynham Field* Two Roods Thirty Perches, in *Incombe Field* Two Roods Four Perches, in *Blacon* or *Blagon Field* Three Acres Three Roods Six Perches, in *Willard Field* Four Acres, and in *Hawkham Field* Two Acres Two Roods Sixteen Perches, (were the same several Quantities more or less,) which said Messuage, Tenement, or Dwelling House, Closes, Pieces, or Parcels of Land, are situate and lying within the Parish of *Compton Abbas* aforesaid, and were then (with the Exception of the said Dwelling House and Garden) in

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in the Renting and Occupation of *Thomas Rixsen* as Tenant thereof, and were the same Hereditaments as were devised to the said *Philip Rideout Hoffe* in and by the said Will of the Testator *John Hoffe*, or by whatsoever other Name or Names or Description or Descriptions all or any Part or Parts of the said Lands, Hereditaments, and Premises above described, and intended to be thereby granted and released, settled, and assured, then were or at any Time or Times theretofore had been called, known, or distinguished, and also all other the Lands, Hereditaments, and Premises (if any) of him the said *Philip Rideout Hoffe* situate in the said Parish of *Compton Abbas* or elsewhere, together with all and singular the Rights, Members, and Appurtenances thereto belonging, to hold the same Hereditaments and Premises, with their Appurtenances, (subject nevertheless and without Prejudice to the several Trusts and Purposes declared concerning the same Lands, Hereditaments, and Premises by the Will of the said Testator *John Hoffe*, until the said *Philip Rideout Hoffe* should attain the Age of Twenty-eight Years,) unto the said *John Alfred Lush* and *Josiah Gould* and their Heirs, nevertheless to the Uses, upon the Trusts, and subject to the Powers and Provisions therein and herein-after expressed and declared, (that is to say,) to the Use, after the Solemnization of the said intended Marriage, of the said *Philip Rideout Hoffe* and his Assigns for his natural Life, without Impeachment for Waste, with a Limitation to the Use of the said *John Alfred Lush* and *Josiah Gould*, their Heirs and Assigns, during the Life of the said *Philip Rideout Hoffe*, in trust to permit and suffer the said *Philip Rideout Hoffe* (subject as aforesaid) to receive and take the Rents, Issues, and Profits of the said Hereditaments and Premises during his Life, with Remainder to the Use of the said *Emily Louisa Hoffe*, then *Emily Louisa Lush*, and her Assigns, (subject as aforesaid,) for her natural Life, with a Limitation to the Use of the said *John Alfred Lush* and *Josiah Gould*, their Heirs and Assigns, during the Life of the said *Emily Louisa Hoffe*, then *Emily Louisa Lush*, in trust to permit and suffer her and her Assigns to have, receive, and take the Rents, Issues, and Profits of all and singular the said Lands, Hereditaments, and Premises during her Life for her and their own Use and Benefit, with Remainder, after the Decease of the Survivor of them the said *Philip Rideout Hoffe* and *Emily Louisa Hoffe*, then *Emily Louisa Lush*, and, subject as aforesaid, to the Use of all and every or such One or more exclusively of the others or other of the Children or Child or remoter Issue of the said *Philip Rideout Hoffe* by the said *Emily Louisa Hoffe*, then *Emily Louisa Lush*, at such Age or Ages, Days or Times, for such Estate or Estates, Interest or Interests, and if more than One in such Shares and Proportions, and either absolutely or conditionally, subject to such Charges, Conditions, Limitations, and Restrictions over, to or in favour of any other or others of the Children or remoter Issue

as

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as the said *Philip Rideout Hoffe* should from Time to Time by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation, or by his last Will and Testament in Writing, duly executed and attested, direct or appoint, and in default of any such Direction or Appointment, and so far as the same if incomplete might not extend, to the Use of all and every the Children or Child of the said *Philip Rideout Hoffe* by the said *Emily Louisa Hoffe*, then *Emily Louisa Lush*, their, his, and her Heirs and Assigns, for ever, if more than One in equal Shares as Tenants in Common, and if but One Child then to such only Child, his or her Heirs and Assigns, but in case there should be no such Child or Children or remoter Issue of the then intended Marriage, then to the Use of such other Person or Persons and for such Estate and Interest, and in such Shares, Proportions, and Manner, as the said *Philip Rideout Hoffe* should by any such Deed or Deeds, Instrument or Instruments in Writing, or by his last Will and Testament in Writing, direct or appoint, and in default of such Direction or Appointment, and so far as the same if incomplete should not extend, to the Use of the said *Philip Rideout Hoffe*, his Heirs and Assigns, for ever; and it was thereby provided and declared, that if at any Time after the Decease of the Survivor of them, the said *Philip Rideout Hoffe* and *Emily Louisa Hoffe* then *Emily Louisa Lush*, the Child or Children or other Person or Persons entitled in possession to the Rents, Issues, and Profits of the said Lands, Hereditaments, and Premises under the Power or Powers of Appointment or Disposition therein-before contained, should be under the Age or respective Ages of Twenty-one Years, then that they the said *John Alfred Lush* and *Josiah Gould*, or other the Trustees or Trustee for the Time being, should (but subject as aforesaid), during such Minority or Minorities, receive and take the Rents, Issues, and Profits of the said Lands, Hereditaments, and Premises, and pay and apply the same, or so much and such Part thereof as they in their Discretion should think fit, for or towards the Maintenance and Education of such Child or Children or other the Person or Persons so for the Time being beneficially entitled as aforesaid, and lay out and invest the Residue (if any) in their or his Names or Name as therein mentioned; and the said Indenture contained the usual Declaration that the Receipt or Receipts of the said *John Alfred Lush* and *Josiah Gould*, or the Trustees or Trustee for the Time being, for any Money payable to them or him by virtue of the said Indenture, should effectually discharge the Person or Persons paying the same from being answerable or accountable for the Misapplication or Nonapplication thereof, or from being obliged to see to the Application thereof; and in the said Indenture of Release and Settlement are contained Provisions for the Change, Indemnification, and Reimbursement of Trustees: And whereas the Marriage between the said *Philip Rideout Hoffe* and

[*Private.*]

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Emily

Hoffe's Estate Act, 1855.

Award
under Inclo-
sure Acts, of
Lands in the
Parish of
Compton
Abbas, to
John Hoffe
and Philip
Rideout
Hoffe in Fee,
dated 30th
Nov. 1853.

Emily Louisa Lush was duly had and solemnized on the Eighteenth Day of *June* One thousand eight hundred and forty-five, and there has been Issue of the said Marriage Three Sons and Two Daughters, and no more, Four of whom are now living, (that is to say,) *John Lush Hoffe* aged Nine Years and upwards, *Emily Louisa Hoffe* aged Five Years and upwards, *Martha Selina Hoffe* aged Three Years and upwards, and *Philip Rideout Hoffe* aged about Eleven Months, the other of such Issue being *Philip Rideout Hoffe*, who died on the Fifteenth Day of *April* One thousand eight hundred and forty-nine, an Infant of the Age of Ten or Eleven Months; and the said *Philip Rideout Hoffe* has never exercised the Power of Appointment so as aforesaid given to him by the said Settlement in favour of any or either of his said Children: And whereas the said *Sarah Hoffe* Widow died on the Twenty-seventh Day of *August* One thousand eight hundred and forty-nine: And whereas the said Testator's Grandsons, the said *John Hoffe* and the said *Philip Rideout Hoffe*, have respectively attained the Age of Twenty-eight Years: And whereas on the Thirtieth Day of *November* One thousand eight hundred and fifty-three, *John Gatehouse Raymond*, the Valuer duly appointed for the Inclosure of the Tenantry Fields and the *East* and *West Compton* and *Twynford* Common Lands in the said Parish of *Compton Abbas* "under the Powers and Provisions of the several Acts of Parliament made and passed for the Inclosure, Exchange, and Improvement of Lands," did by his Award under his Hand and also under the Hands and Official Seal of the Inclosure Commissioners, and by virtue of the Powers and Authorities given and reserved in and by the said several Acts, set out, allot, and award to the said Testator's Grandsons *John Hoffe* and *Philip Rideout Hoffe* Twelve several Pieces or Parcels of Land lying and being in the said Parish of *Compton Abbas*, containing together Nineteen Acres Two Roods Thirty-six Perches, and which said several Pieces or Parcels of Land are respectively numbered Thirty-two, Thirty-three, Forty-seven, Forty-eight, Fifty-one, Fifty-two, Fifty-four, Fifty-six, Sixty, Sixty-one, Sixty-two, and Sixty-three on the Inclosure Map, in lieu of the several Pieces or Parcels of Land lying in the Open Common Fields of *Compton Abbas* aforesaid, and of Forty Sheep Leazes and Four Horse Leazes appurtenant thereto, in the herein-before recited Indenture of Release and Settlement described, and to One Moiety of which the said *Philip Rideout Hoffe* was at the Time of the Execution of the same Indenture of Settlement seized to him and his Heirs in Fee Simple: And whereas the said *Philip Rideout Hoffe*, by the Authority of the said Inclosure Commissioners, has been put into and is now in possession of One undivided Moiety of the said Pieces or Parcels of Land under such Allotment as aforesaid: And whereas the undivided Moiety to which the said *Philip Rideout Hoffe* became entitled of and in the Lands and Hereditaments allotted by the afore-

said

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said Award is in fact subject to the Uses and Limitations contained in the herein-before recited Indenture of Release and Settlement: And whereas the Messuage, Lands, and Hereditaments mentioned and comprised in the said Indenture of Release and Settlement consist of the Particulars and Quantities mentioned and set forth in the First Part of the Schedule to this Act annexed; and the Lands and Hereditaments mentioned and comprised in the said recited Award, and to One undivided Moiety of which the said *Philip Rideout Hoffe* became entitled thereunder, subject to the Uses of the said recited Settlement, consist of the Particulars and Quantities mentioned and set forth in the Second Part of the said Schedule; and the net annual Value of the said Messuage, Lands, and Hereditaments comprised in the said Settlement, and of the undivided Moiety of the said allotted Lands, amounts to One hundred and thirty-eight Pounds, and no more: And whereas Sir *Richard Plumptre Glyn* Baronet has made an Offer to purchase the Messuage, Lands, and Hereditaments mentioned and comprised in the said Schedule, and the Inheritance thereof in Fee Simple in possession, free from Incumbrances, and discharged from the Uses, Trusts, and Powers of the aforesaid Settlement, for the Sum of Seven thousand Pounds; and it would be advantageous for the said *Philip Rideout Hoffe* and his Wife and Infant Children that the Sale of the same Messuage, Lands, and Hereditaments should be effected at that Sum: And whereas by an Agreement in Writing, bearing Date the Fourth Day of *July* One thousand eight hundred and fifty-four, under the respective Hands and Seals of the said *Philip Rideout Hoffe* and Sir *Richard Plumptre Glyn*, and made between the said *Philip Rideout Hoffe* of the one Part, and Sir *Richard Plumptre Glyn* of *Gaunts*, in the County of *Dorset*, Baronet, of the other Part, in consideration of the Sum of Seven thousand Pounds Sterling, to be paid at the Time and in manner therein-after mentioned, the said *Philip Rideout Hoffe* did agree to sell and (at the Expense of the said Sir *Richard Plumptre Glyn*) to convey and assure unto and to the Use of the said Sir *Richard Plumptre Glyn*, his Heirs and Assigns, or otherwise as he or they should direct, all and singular the Hereditaments comprised, described, and referred to in the Schedule thereto and to this Act, and the Inheritance thereof in Fee Simple, free from all Incumbrances, and discharged from all and singular the Uses, Trusts, Powers, and Provisoes declared and contained in and by the therein and herein-before recited Indenture of Release and Settlement; and the said Sir *Richard Plumptre Glyn*, in consideration of the Covenants and Agreements therein contained on the Part of the said *Philip Rideout Hoffe*, agreed with the said *Philip Rideout Hoffe* that he, the said Sir *Richard Plumptre Glyn*, would, upon the Execution by all necessary Parties of such Conveyance as aforesaid, pay to the Trustees or Trustee for the Time being of the aforesaid Settlement or otherwise,

Agreement
for Sale to
Sir R. P.
Glyn, Bart.,
dated 4th
July 1854.

the

Hoffe's Estate Act, 1855.

the clear Sum of Seven thousand Pounds Sterling for the absolute Purchase of the Hereditaments comprised, described, and referred to in the Schedule thereto and to this Act: And whereas the Sum agreed to be given by the said Sir *Richard Plumptre Glyn* for the Purchase of the said Hereditaments greatly exceeds their Value, and it will be for the Benefit not only of the said *Philip Rideout Hoffe* and *Emily Louisa* his Wife, but of their said Infant Children, that the said Contract should be carried into execution; but by reason that the said Settlement does not contain a Power of Sale, and of the Infancy of the Children of the said *Philip Rideout Hoffe* and *Emily Louisa* his Wife, the same cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said *Philip Rideout Hoffe* and *Emily Louisa Hoffe* his Wife, on behalf of themselves and their surviving Infant Children, the said *John Lush Hoffe*, *Emily Louisa Hoffe*, *Martha Selina Hoffe*, and *Philip Rideout Hoffe*, and also the said *John Alfred Lush* and *Josiah Gould* (as such Trustees as aforesaid), do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title. I. This Act may be cited for any Purpose as "*Hoffe's Estate Act, 1855.*"

The Hereditaments comprised in the Indenture of the 17th of June 1845, and a Moiety of Hereditaments comprised in the Award vested in Trustees upon Trust to perfect the Sale thereof.

II. From and after the passing of this Act all and singular the Messuage or Tenement, Lands, and Hereditaments, comprised in the herein-before recited Indenture of Release and Settlement of the Seventeenth Day of *June* One thousand eight hundred and forty-five, and mentioned and specified in the First Part of the Schedule to this Act annexed, and One equal undivided Moiety of and in the Lands and Hereditaments mentioned and comprised in the herein-before recited Award of the Thirtieth Day of *November* One thousand eight hundred and fifty-three, and mentioned and specified in the Second Part of the said Schedule to this Act annexed, together with all and singular Houses, Outhouses, Edifices, Buildings, Barns, Stables, Cottages, Yards, Gardens, Orchards, Ways, Paths, Passages, Waters, Watercourses, Liberties, Privileges, Easements, Commons, and Commonable Rights, Profits, Advantages, Emoluments, and Appurtenances whatsoever to the said Messuage, Lands, Moiety, and Hereditaments belonging or appertaining, and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents and Profits thereof, and of every Part thereof, shall and be and the same are hereby vested in the said *John Alfred Lush* and *Josiah Gould*, their Heirs and Assigns, for ever, freed and absolutely acquitted, exonerated,

Hoffe's Estate Act, 1855.

exonerated, and discharged of and from all the Uses, Trusts, Estates, Charges, Powers, Provisions, and Limitations, in and by the herein-before recited Indenture of Release and Settlement of the Seventeenth Day of *June* One thousand eight hundred and forty-five limited, created, or declared of and concerning the same Messuage, Lands, Moiety, and Hereditaments; nevertheless upon the Trusts and for the Intents and Purposes herein-after expressed and declared of and concerning the same, (that is to say,) upon trust that the said *John Alfred Lush* and *Josiah Gould*, or the Survivor of them, or the Heirs or Assigns of such Survivor, shall and do, upon Payment in manner herein-after mentioned of the said Sum of Seven thousand Pounds Sterling Money of *Great Britain*, so contracted to be paid for the Purchase of the said Messuages, Lands, Moiety; and Hereditaments as aforesaid, at the Costs and Charges of the said *Sir Richard Plumtre Glyn*, his Heirs, Executors, or Administrators, convey and assure the said Messuage, Lands, Moiety, and Hereditaments hereby vested or expressed to be vested in the said *John Alfred Lush* and *Josiah Gould*, their Heirs and Assigns as aforesaid, with their Appurtenances, unto and to the Use of the said *Sir Richard Plumtre Glyn*, his Heirs and Assigns, for ever, or otherwise unto such Person or Persons and for such Intents and Purposes as he or they shall direct or appoint.

III. The said *Sir Richard Plumtre Glyn*, his Heirs and Assigns, shall, from and after the Payment of the said Sum of Seven thousand Pounds, and after the Execution and Completion of the Conveyance and Assurance by the said *John Alfred Lush* and *Josiah Gould*, or the Survivor of them, or his Heirs, have, hold, and enjoy the said Messuage, Lands, Moiety, and Hereditaments, and every Part thereof, freed and for ever discharged of and from the Uses, Trusts, Estates, Provisoes, and Limitations in and by the herein-before recited Indenture of Release and Settlement limited, created, or declared of and concerning the same.

The Purchaser to hold the same freed from the Trusts of the Indenture of Release and Settlement.

IV. The said Sum of Seven thousand Pounds shall be paid by the said *Sir Richard Plumtre Glyn*, his Heirs, Executors, Administrators, or Assigns, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, *ex parte* *Sir Richard Plumtre Glyn*, in the Matter of "*Hoffe's Estate Act, 1855*," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter Twenty-four.

Purchase Money to be paid into the Bank.

[*Private.*]

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V. The

Hoffe's Estate Act, 1855.

Certificate of Accountant General to be a sufficient Discharge.

V. The Certificate or Certificates of the Accountant General of the said Court of Chancery, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England*, to be thereunto annexed and filed therewith in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England* of the said Sum herein-before directed to be so paid, shall from Time to Time and at all Times be a good and sufficient Discharge to the said Sir *Richard Plumptre Glyn*, and to his Heirs, Executors, Administrators, and Assigns, for so much of such Purchase Money for which such Certificate or Certificates and Receipt or Receipts shall be respectively given; and after the filing of such Certificate or Certificates and Receipt or Receipts he and they shall be and is and are hereby absolutely acquitted, exonerated, and discharged of and from the same Money, and shall not be obliged to see to the Application or be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof or any Part thereof.

Costs and Expenses to be paid, and the surplus Moneys laid out in the Purchase of Bank 3l. per Cent. Annuities or Government Securities, or on Mortgage of Freehold Estates.

VI. Out of the Money which shall be so paid into the Bank as aforesaid all the Costs, Charges, and Expenses preparatory to and attending the soliciting and applying for, preparing, and obtaining and passing this Act, or which may be incident or relating thereto, and also all the Costs and Expenses preparatory to and attending the aforesaid Contract with the said Sir *Richard Plumptre Glyn*, and the Sale hereby directed and authorized of the said Estate hereby vested in trust as aforesaid, and deducing a Title thereto according to the said Contract, and the Execution of the Trusts of this Act, and incidental thereto and consequent thereon, so far as relates to the same Estate, and the Costs and Expenses of any Application or Applications to the Court under this Act, shall in the first place be paid and satisfied, and the Residue or Surplus of such Money shall, upon Petition or Petitions to be presented to the said Court of Chancery in a summary Way at any Time and from Time to Time, by the said *Philip Rideout Hoffe* during his Life, and after his Decease by the Person or Persons who for the Time being would be entitled to the Possession of or to the Receipt of the Rents and Profits of the Estates if the same had not been sold by virtue of this Act, or by the Guardian or Guardians of such Person or Persons on his, her, or their Behalf, in case of Minority, by or under the Direction of the said Court of Chancery, in pursuance of an Order or Orders to be made upon such Petition or Petitions, be either laid out and invested by and in the Name of the said Accountant General in the Purchase of Three Pounds *per Centum* Bank Annuities or other Government Securities, or be invested, in the Name or Names of the Trustees or Trustee for the Time being of the said Indenture of Release and Settlement, at Interest on Real Securities in *England* or *Wales*, with Power for such Trustees or Trustee from Time to Time,

Hoffe's Estate Act, 1855.

Time, under the Order and Direction of the said Court of Chancery, to be obtained on Petition as aforesaid, to call in, vary, or dispose of such Securities, and to re-invest the Moneys to arise by such calling in, Sale, Variation, or Disposition, at Interest on Real Securities of the like Nature, or to pay such Money again into the Bank in the Name and with the Privity of the said Accountant General, to be by him again laid out in the Purchase of Three Pounds *per Centum* Consolidated Bank Annuities, or other Government Securities, and so from Time to Time as often as the said Court shall direct; and the Moneys so from Time to Time laid out and invested in Bank Annuities or other Government or Real Securities, or such Part thereof as may not be ordered by the Court of Chancery to be sold for any of the Purposes in this Act in that Behalf mentioned, shall be and continue invested in some One or more of such Securities respectively until the same shall be by the said Court ordered to be sold for any of the Purposes of this Act.

VII. Until such Annuities or Securities shall be so ordered to be sold by the said Court for the Purposes of this Act or some or One of such Purposes, the Dividends, Interest, and annual Income thereof, or of such Part thereof as shall remain unsold, shall from Time to Time, by Order of the said Court, be paid to the Person who would for the Time being have been beneficially entitled in possession to the Rents, Issues, and Profits of the Lands and Hereditaments from the Sale or Proceeds of the Sale of which such Annuities and Securities shall have arisen in case such Lands and Hereditaments had not been sold; and all such Annuities and Securities so to be purchased or acquired as aforesaid, and the Principal or Capital thereof, shall for all Purposes of Title and Transmission be deemed as of the Nature of Freehold Estate of Inheritance descendible at Common Law, and shall be and be deemed to be subject to and impressed with such and the same Trusts, Intents, and Purposes, Powers, Limitations, Declarations, and Provisions, as in and by the said recited Settlement of the Seventeenth Day of *June* One thousand eight hundred and forty-five are declared, expressed, and contained of and concerning the Hereditaments and Real Estate by this Act authorized or directed to be sold, or such of the same Trusts, Intents, and Purposes, Powers, Limitations, Declarations, and Provisions, as shall for the Time being be subsisting and capable of taking effect, or would for the Time being have been subsisting and capable of taking effect in case this Act had not been passed.

Dividends, until Securities sold out, to be paid to Parties interested, and Securities to be considered as in the Nature of Freehold Estate, and to be subject to the Trusts of the Settlement.

VIII. It shall be lawful for the said Court of Chancery from Time to Time upon Petition in a summary Way to make such Order or Orders as the said Court shall think fit, expedient, and reasonable for allowing, taxing, and settling all the Costs, Charges, and Expenses herein-
Court of Chancery may make Orders for Taxation and Payment of Costs.

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herein-before directed to be paid, and for taxing the Costs, Charges, and Expenses of the several Applications to be made to the said Court respecting the Matters aforesaid, and the Costs, Charges, and Expenses of taking the said Moneys out of the Bank, and investing such Moneys as aforesaid, or otherwise in carrying into execution the Trusts and Directions of this Act, and also from Time to Time to make any Order or Orders for the Payment of all such Costs, Charges, and Expenses as aforesaid out of the Moneys which shall be so paid into the Bank as aforesaid, or out of the Moneys arising by the Sale of the said Stocks, Funds, and Securities so to be purchased as aforesaid.

Guardians.

IX. Provided always, That in every Case when any Act or Thing is authorized or directed by this Act to be done or executed by the Guardian or Guardians of any Taker of the Stocks, Funds, and Securities under this Act who shall be an Infant, the same shall be done or executed by the Testamentary Guardian or Guardians, or the acting Testamentary Guardian or Guardians for the Time being of such Infant, or if there shall be no such acting Testamentary Guardian then by the Guardian or Guardians of such Infant to be appointed by the High Court of Chancery.

Nothing to affect Powers, &c. conferred by recited Settlement.

X. Provided always, That nothing in this Act contained shall revoke, annul, suspend, lessen, or otherwise prejudicially affect any of the Powers, Discretions, and Authorities respectively created and conferred by the said recited Settlement, except only so far as the same respectively may be defeated or affected by the Execution of any of the Powers by this Act created.

General Saving.

XI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, and Assigns, (other than and except the said *Philip Rideout Hoffe*, his Heirs, Executors, Administrators, and Assigns, and all and every the Children and Child of the said *Philip Rideout Hoffe* begotten and to be begotten, their respective Heirs, Executors, Administrators, and Assigns, and also the said *John Alfred Lush*, *Josiah Gould*, and *Emily Louisa Hoffe* respectively, and their respective Heirs, Executors, Administrators, and Assigns, and all and every other Persons and Person whomsoever to or upon whom any Estate, Right, Title, Interest, Charge, or Demand, at Law or in Equity, hath been conveyed, limited, or given, or hath descended or devolved, or shall descend or devolve, under or by virtue of the herein-before recited Indenture of Release and Settlement,) all such Estate, Right, Title, or Interest, Claim or Demand of, in, to, or out of the said Messuage, Lands, Moiety, and Hereditaments hereby authorized to be sold

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sold as aforesaid, or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have held or enjoyed in case this Act had not been passed.

XII. 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.

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

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The SCHEDULE to which the foregoing Act refers.

FIRST PART.

Description.	Quantities.		
	A.	R.	P.
Blaken Close	2	0	6
Cow Ground	11	0	5
Orchard	1	3	25
Ten Acres	9	3	18
Gums Orchard	3	1	39
House, &c.	0	1	18
Garden	0	0	32
Half Pence	10	2	24
Higher Red Hills	4	3	36
Yonder Strouds	3	3	10
Red Hill	6	3	11
Strouds	4	1	38

SECOND PART.

An undivided Moiety of the following Pieces or Parcels of Land.

Numbers on Map annexed to the Compton Abbas Inclosure Award.	Quantities.		
	A.	R.	P.
32	8	1	12
33	8	1	34
47	0	0	27
48	0	2	6
51	0	0	28
52	0	3	18
54	0	0	10
56	0	0	14
60	0	1	0
61	0	0	27
62	0	0	20
63	0	2	0

John G. Raymond.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1855.