



ANNO SEXTO & SEPTIMO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## Cap. 18.

An Act for authorizing the Disposition, by way of Partition, Lease, or Sale, of certain undivided Parts or Shares belonging in Possession and in Expectancy to the Ladies *Horatia Elizabeth* and *Ida Anna Waldegrave*, Infants, of and in the Manors of *Whittlesey* otherwise *Whittlesea Saint Mary* and *Saint Andrew*, and the Rectories of *Whittlesey* otherwise *Whittlesea Saint Mary* and *Saint Andrew*, and certain Rent-charges created in Commutation of Tithes, Messuages, Lands, and other Hereditaments, in the *Isle of Ely* in the County of *Cambridge*. [28th July 1843.]

**W**HEREAS by Indentures of Lease and Release, bearing Date respectively the Fifteenth and Sixteenth Days of July One thousand eight hundred and twenty-three, and made between the Right Honourable *John James Earl Waldegrave* of the one Part, and the Right Honourable *Henry Richard Vassall Lord Holland*, the Honourable *William Waldegrave* of *Harpetree Court* in the County of *Somerset*, a Post Captain in His Majesty's Royal Navy, *Robert Smith* of *Saville Row* in the County of *Middlesex*,

Indentures of Lease and Release, 15th and 16th July 1823.

[Private.] 6 g Esquire,

Esquire, and *John Jones* of *Lincoln's Inn* in the same County, Esquire, of the other Part, after reciting that the said *John James Earl Waldegrave* was seised of the Fee Simple and Inheritance of the several Manors, Advowsons, Messuages, Farms, Lands, Tenements, and Hereditaments therein-after granted and released, with their Appurtenances, but the same (except the said Advowsons, and the undivided Part or Share therein-after mentioned of certain Manors and Estates in the *Isle of Ely*,) were subject to several Mortgages and other Charges, and Part of the said Estates situate at *Borley* in the County of *Essex* was charged with an Annuity or clear yearly Rent-charge of Four hundred Pounds, payable to Major *William Jones* for his Life; and reciting that the said *John James Earl Waldegrave* was indebted in very large Sums of Money, not only to the Holders of the aforesaid Mortgages, Charges, and Incumbrances, but to other Persons, on Bonds and by simple Contract; and reciting that the said *John James Earl Waldegrave*, being desirous of making Provision for the Payment of all his said Debts, had proposed and agreed for that Purpose to convey the said Manors and Hereditaments (subject to the aforesaid several Mortgages, Rent-charge, and other Charges and Incumbrances, so far as the same comprised and affected the said Hereditaments,) unto the said *Henry Richard Vassall Lord Holland, William Waldegrave, Robert Smith, and John Jones*, their Heirs and Assigns, upon such Trusts and Purposes as were therein-after declared, and, subject thereto, to such Uses, Trusts, and in such Manner, for the Benefit of himself and the Right Honourable *Anne Countess Waldegrave* his Wife, and his Issue, as therein-after declared; it was and is witnessed, that in pursuance of such Desire and Intention, and for the Consideration therein mentioned, the said *John James Earl Waldegrave* did grant, release, and confirm unto the said *Henry Richard Vassall Lord Holland, William Waldegrave, Robert Smith, and John Jones*, and their Heirs, (*inter alia*) all that One full undivided Third Part (the whole into Three equal Parts or Shares to be divided) of him the said *John James Earl Waldegrave* of and in the Manors of *Whittlesey Saint Mary* otherwise *Whittlesea Saint Mary*, and *Whittlesey Saint Andrew* otherwise *Whittlesea Saint Andrew*, and also the Manor of the Rectory of *Whittlesey Saint Mary* otherwise *Whittlesea Saint Mary*, called the *Coquenary* otherwise the *Cozenary*, all situate in the *Isle of Ely* in the County of *Cambridge*, and also of and in the Rectory or Parsonage Improprate of *Whittlesey Saint Mary* otherwise *Whittlesea Saint Mary* aforesaid, and the Rectory or Parsonage Improprate of *Whittlesey Saint Andrew* otherwise *Whittlesea Saint Andrew*, and the Tithes and Hereditaments belonging thereto, and also of and in the Advowson or Perpetual Right of Patronage of the Vicarage or Perpetual Curacy of *Whittlesey Saint Mary* otherwise *Whittlesea Saint Mary* aforesaid, with the Rights, Members, and Appurtenances to the said Manors, Rectory, and Advowson respectively belonging, and of and in the Messuages, Lands, Tenements, and Hereditaments in the said Indenture now in recital described, (which Manors, Rectory, Advowson, Messuages, Lands, Hereditaments, and Premises, by the Operation of an Act of Parliament passed in the Third Year of the Reign of Her present Majesty, intituled *An Act for inclosing Lands in the Parishes of Whittlesea Saint Mary and Whittlesea Saint Andrew*

Andrew in the County of Cambridge, and of Proceedings which have taken place under the said Act, and by virtue also of the Commutation of the Tithes of the said Parishes as a separate District, made and declared by and in an Award of *John Maurice Herbert* Esquire, an Assistant Tithe Commissioner, bearing Date the Fourteenth of July One thousand eight hundred and forty, in pursuance of the Statutes for the Commutation of Tithes in *England* and *Wales*, and by Change of Tenants since the Date of the said Indenture now in recital, and other Circumstances, do now consist of the Particulars described in the Schedule to this Act,) and all other the Manors or Lordships, or reputed Manors or Lordships, Rectories, Advowsons, Capital and other Messuages, Farms, Lands, Tenements, Tithes, Rents, undivided Parts or Shares, and other Hereditaments whatsoever of him the said *John James Earl Waldegrave*, situate, lying, and being or arising in the County of *Cambridge* and *Isle of Ely* respectively, or any County or Counties adjoining to them or either of them, to hold the same, with their Appurtenances, unto and to the Use of the said *Henry Richard Vassall* Lord *Holland*, *William Waldegrave*, *Robert Smith*, and *John Jones*, their Heirs and Assigns for ever, (subject to the several Mortgages, Charges, and Incumbrances which comprised the said Premises, and also subject to the aforesaid Annuity of Four hundred Pounds as to the Premises liable to the same,) upon Trust, by selling, mortgaging, or otherwise charging the said Hereditaments, to raise Monies for satisfying the Debts of the said *John James Earl Waldegrave*, as therein-after declared, with a Proviso that nothing in the now-reciting Indenture contained should give the Creditors of the said Earl any Lien or Charge upon the said Hereditaments; and in the said Indenture was also contained a Declaration, that as soon as all the Purposes therein-before provided for should have been fully performed, the Trustees should convey, settle, and assure all such Parts of the said Manors and Hereditaments therein-before granted and released as should be remaining undisposed of (subject to such of the several Mortgages, Charges, and Incumbrances as should not be paid off under the Trusts therein-before contained, and to the said Annuity of Four hundred Pounds to the said *William Jones*, if then subsisting, and also to such Mortgages, Charges, and Incumbrances as should be made in execution of the Trusts or Powers therein-before declared, yet nevertheless so that each Estate and Portion of Estates might bear only its own Charges and Incumbrances,) to the several Uses therein-after declared concerning the same; (that is to say,) to the Use of the said *John James Earl Waldegrave* and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use of the said *Henry Richard Vassall* Lord *Holland*, *William Waldegrave*, *Robert Smith*, and *John Jones*, and their Heirs, during the Life of the said *John James Earl Waldegrave*, upon Trust to preserve contingent Remainders; with Remainder to the Use, Intent, and Purpose that the said *Anne Countess Waldegrave*, in case she should survive the said *John James Earl Waldegrave* her Husband, and her Assigns, should receive and take yearly during the Life of the said Countess, from and after the Death of the said *John James Earl Waldegrave*, out of the said Manors and Hereditaments therein-before granted and released, One clear Annuity or yearly Rent-charge of One thousand five hundred Pounds,

Pounds, free from all Deductions whatsoever, then existing, or thereafter to be taxed, charged, or imposed, by Authority of Parliament or otherwise howsoever, such yearly Rent-charge to be in full for her Jointure and in bar of her Dower, with usual Powers of Entry, Distress, and Perception of Rents for securing the said Annuity; and as to, for, and concerning the said Manors and Hereditaments therein-before directed to be settled and assured as aforesaid, (subject to the said yearly Rent-charge of One thousand five hundred Pounds, and such Remedies for the Recovery thereof in case of Default in Payment of the same as aforesaid,) to the Use of Two or more other Trustees to be for that Purpose named by the said *Henry Richard Vassall Lord Holland, William Waldegrave, Robert Smith, and John Jones*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, or by the Trustees or Trustee for the Time being of the now-reciting Indenture, and the Executors, Administrators, and Assigns of such Trustees so to be named, for the Term of One hundred Years, to commence from the Day of the Decease of the said *John James Earl Waldegrave*, without Impeachment of Waste, upon the Trusts therein-after declared concerning the same, being Trusts for further securing the said Annuity of One thousand five hundred Pounds, with Remainder to the Use of *John James Henry Waldegrave, George Edward Waldegrave, and Lady Laura Annette Waldegrave*, and all other the Children of the Body of the said *John James Earl Waldegrave* on the Body of the said *Anne Countess Waldegrave* his Wife begotten and to be begotten, or such One or more of them, at such Age or Ages, Time or Times, for such Estate or Estates, Interest or Interests, by way of Annuity, Rent-charge, or otherwise, and to be divided in such Parts, Shares, or Proportions, between any Two or more such Children, and with such Provisions for his, her, or their Maintenance in the meantime, until his, her, or their Estate or Estates should vest in Possession, and with, under, and subject to such Charges, by way of Annuity, Rent-charge, Portion, or otherwise, and such Powers, Provisoos, Conditions, Limitations, and Restrictions, (but such Charges, Annuities, Rent-charges, Portions, Powers, Provisoos, Conditions, Limitations, and Restrictions to be for the Benefit of such Children, some or one of them,) as the said *John James Earl Waldegrave*, 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, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, or any Writing purporting to be or in the Nature of his last Will and Testament, or Codicil or Codicils thereto, to be signed and published in the Presence of and attested by Three or more credible Witnesses, should direct, limit, or appoint, and in default of such Appointment to the Use of the First and other Sons of the said *John James Earl Waldegrave*, severally and successively according to Seniority in Tail Male, with the ultimate Limitation to the Use of the right Heirs of the said Earl: And whereas by Indentures of Lease and Release and Appointment, bearing Date respectively the Fourteenth and Fifteenth Days of *April* One thousand eight hundred and twenty-nine, (endorsed on the last herein-before recited Indenture of Release,) the Release and Appointment being

Indentures of  
14th and 15th  
April 1829.

being made between the said *Henry Richard Vassall Lord Holland, Robert Smith, and John Jones*, of the First Part, the said *John James Earl Waldegrave* of the Second Part, the said *Henry Richard Vassall Lord Holland, William Waldegrave, Robert Smith, and John Jones*, of the Third Part, the Right Honourable *Henry Fitzroy*, commonly called Earl of *Euston*, (eldest Son of the Most Noble *George Henry Fitzroy Duke of Grafton*,) of the Fourth Part, and *Henry Bateman* of *Lincoln's Inn* in the said County of *Middlesex*, Esquire, of the Fifth Part, after reciting the herein-before recited Indentures, and also reciting that the said *William Waldegrave* was about to go abroad on His then Majesty's Service, and was therefore desirous of being discharged from the Trusts reposed in him by the therein within-written Indenture, and the said *Henry Richard Vassall Lord Holland, Robert Smith, and John Jones*, in pursuance of the Power for that Purpose limited to them by the same Indenture, were desirous, with the Consent and Approbation of the said *John James Earl Waldegrave*, and upon the Acceptance of the said *Henry Earl of Euston*, to appoint him the said Earl to be a Trustee of the same Indenture in the Place and Stead of the said *William Waldegrave*, in conjunction with the said *Henry Richard Vassall Lord Holland, Robert Smith, and John Jones*, with all the Trusts, Powers, and Authorities thereby reposed in the said *Henry Richard Vassall Lord Holland, William Waldegrave, Robert Smith, and John Jones*, it was and is by the now-reciting Indenture witnessed, that the said *Henry Richard Vassall Lord Holland, Robert Smith, and John Jones* (by virtue of the Power vested in them for that Purpose by the therein within-written Indenture, and of all other Powers and Authorities, and with the Consent of the said *John James Earl Waldegrave*, and upon the Acceptance of the said *Henry Earl of Euston*, testified as therein mentioned,) did nominate and appoint the said *Henry Earl of Euston* to be a Trustee, in the Place and Stead of the said *William Waldegrave*, of the therein within-written Indenture, in conjunction with the said *Henry Richard Vassall Lord Holland, Robert Smith, and John Jones*, with all the Powers and Authorities created by the same Indenture, and to act in the same Trusts as if he had been originally appointed a Trustee of the same Indenture; and it was further witnessed, that for giving further Effect to the said Appointment, and in consideration of the Premises, and for other Considerations, they the said *Henry Richard Vassall Lord Holland, William Waldegrave, Robert Smith, and John Jones*, at the Request of the said *John James Earl Waldegrave* (testified as aforesaid), did release unto the said *Henry Earl of Euston*, his Heirs and Assigns, all the Premises comprised in the therein within-written Indenture, with their Appurtenances, to hold the same unto the said *Henry Earl of Euston* and his Heirs, to the Use of the said *Henry Richard Vassall Lord Holland, Robert Smith, John Jones, and Henry Earl of Euston*, their Heirs and Assigns, upon and for the Trusts and Purposes therein within declared of the said Premises: And whereas the said *John James Earl Waldegrave*, by his last Will and Testament in Writing, bearing Date the First of *August* One thousand eight hundred and thirty-three, and duly executed and attested as required by the said recited Power of Appointment, after reciting the herein-before recited Indentures of the Fifteenth and Sixteenth of *July* One thousand

Will of John  
James Earl  
Waldegrave,  
dated 1st  
August 1833.

[Private.]

6 h

sand

sand eight hundred and twenty-three, did thereby in all respects ratify and confirm the said Settlement, and in pursuance and exercise of the said Power therein contained, and of all other Powers and Authorities enabling him in that Behalf, did (amongst other things) appoint, give, and devise all such of the said Manors, Lands, and Hereditaments comprised in the said Indenture of Settlement as were situate in the Parish, Hamlet, or Place of *Whittlesea* in the said County of *Cambridge* unto and amongst his Five Children by the said *Anne* Countess *Waldegrave*, that is to say, the said *John James Henry Waldegrave*, *George Edward Waldegrave*, *Lady Laura Maria Waldegrave*, *Lady Horatia Elizabeth Waldegrave*, and *Lady Ida Anna Waldegrave*, and their several and respective Heirs and Assigns, equally to be divided between or amongst them as Tenants in Common, but in the event of any One or more of his said Children dying under the Age of Twenty-one Years, without leaving lawful Issue of his, her, or their Body or Bodies living at the Time or respective Times of his, her, or their Decease or respective Deceases, he appointed the Share or Shares, as well original as accruing, of him, her, or them so dying without Issue as aforesaid, of and in the said last-mentioned Manors, Lands, and Hereditaments, unto the Survivors and others of his said Children, and their several and respective Heirs and Assigns, equally to be divided between them as Tenants in Common; and the said Testator nominated the said *Anne* Countess *Waldegrave*, *Lord Fitzroy Somerset*, and *Henry* Earl of *Euston*, and the Survivors and Survivor of them, Guardians of the Persons and Estates of all his Children during their respective Minorities, and appointed the said *Henry* Earl of *Euston* and the Honourable Sir *Charles Greville* Executors of his said Will: And whereas the said Testator *John James* Earl *Waldegrave* died in or about the Month of *July* One thousand eight hundred and thirty-five, without having altered or revoked his said Will, which was afterwards duly proved in the Prerogative Court of the Archbishop of *Canterbury* by the said *Henry* Earl of *Euston* and Sir *Charles John Greville* (in the Will called Sir *Charles Greville*), the Executors: And whereas by an Indenture bearing Date the Twenty-sixth of *February* One thousand eight hundred and thirty-eight, and made between the said *Henry Richard Vassall* Lord *Holland*, *Robert Smith*, *John Jones* (then *John Jones Bateman*), and *Henry* Earl of *Euston* of the First Part, the Right Honourable *George Edward* Earl *Waldegrave* of the Second Part, *John James Henry Waldegrave* Esquire of the Third Part, *Anne* Countess Dowager *Waldegrave* of the Fourth Part, and *Isaac Gascoigne* and *John Clarke*, therein respectively described, of the Fifth Part, after reciting the said Indentures of the Fifteenth and Sixteenth of *July* One thousand eight hundred and twenty-three, so far as respected the Annuity of One thousand five hundred Pounds thereby limited to the said *Anne* Countess Dowager *Waldegrave*; and reciting that by the herein-before recited Indentures of the Fourteenth and Fifteenth *April* One thousand eight hundred and twenty-nine the said Trust Estates and Hereditaments were conveyed to and the same were at the Date of the now-reciting Indenture vested in the said Earl of *Euston*, jointly with the said *Henry Richard Vassall* Lord *Holland*, *Robert Smith*, and *John Jones Bateman*, their Heirs and Assigns, upon and subject to the Trusts of the said Indenture of the Sixteenth

Grant of  
Annuity of  
1,500*l.* to  
Dowager  
Countess  
*Waldegrave*  
for Life,  
26th Feb.  
1838.

Sixteenth *July* One thousand eight hundred and twenty-three; and reciting the Death of the said *John James Earl Waldegrave*, and that the said Annuity of One thousand five hundred Pounds had been paid up to the Twenty-fifth *December* then last; and also reciting that the Trusts for discharging the Debts of the said *John James Earl Waldegrave* had been performed, and the said *Henry Richard Vassall Lord Holland, Robert Smith, John Jones Bateman, and Henry Earl of Euston* had agreed, on the Application of the said *Anne Countess Waldegrave*, to settle and assure to her the said Annuity of One thousand five hundred Pounds in manner therein-after mentioned, and they had also, with the Consent of the said *Isaac Gascoigne and John Clarke*, named them Trustees of the Term of One hundred Years, therein-after limited, for further securing the same Annuity, in pursuance of the Directions in that Behalf contained in the said therein and herein before recited Indenture of Settlement; it was and is witnessed, that in pursuance of the said Agreement, and in performance of the Trust in that Behalf reposed in them by the said Indenture of Settlement, they the said *Henry Richard Vassall Lord Holland, Robert Smith, John Jones Bateman, and Henry Earl of Euston* (with the Consent and Concurrence of the said *George Edward Earl Waldegrave and John James Henry Waldegrave*, testified as therein mentioned,) did give, grant, and confirm unto the said *Anne Countess Waldegrave* and her Assigns One Annuity or clear yearly Rent or annual Sum of One thousand five hundred Pounds of lawful Money, to be yearly issuing, payable, received, and taken by the said *Anne Countess Waldegrave* out of and from and to be charged and chargeable upon (amongst other Estates of greater Value) all that the said One undivided Third Part late of him the said *John James Earl Waldegrave* of and in the said Manors, Rectory, Advowson, Messuages, Lands, Tithes or Rent-charge, Tenements and Hereditaments, herein-before mentioned, and which (according to their present State and Condition) are specified or comprised in the said Schedule to this Act, and all and singular other the Manors or Lordships, or reputed Manors or Lordships, Rectories, Advowsons, Capital and other Messuages, Farms, Lands, Tenements, Tithes, Rents, undivided Parts or Shares, and other Hereditaments whatsoever, which the said *John James Earl Waldegrave* was seised of or entitled to for any Estate or Estates of Inheritance, situate, lying, and being or arising in (*inter alia*) the said County of *Cambridge* and *Isle of Ely* respectively, or any of them, or County or Counties adjoining to them or either of them, which were comprised in and conveyed by the said Indenture of Settlement of the Sixteenth of *July* One thousand eight hundred and twenty-three, (except certain Hereditaments in the County of *Essex*,) with their Appurtenances, to hold the said Annuity or annual Sum of One thousand five hundred Pounds unto and by the said *Anne Countess Waldegrave* and her Assigns, yearly and every Year during the Term of her natural Life, free and clear of and from all Taxes then existing, or thereafter to be taxed, charged, or imposed, by Authority of Parliament or otherwise howsoever, such yearly Rent-charge or clear annual Sum to be in full for her Jointure, in lieu, bar, and satisfaction of and for her whole Dower, Thirds, and Free Bench, at Common Law or by Custom, and to be paid on the quarterly Days in the now-reciting Indenture mentioned;

mentioned ; and the said Indenture also contained the usual Powers of Entry and Distress, and of Entry and Perception of Rents, for securing the said Annuity ; and the said *Henry Richard Vassall* Lord *Holland*, *Robert Smith*, *John Jones Bateman*, and *Henry* Earl of *Euston*, in further Performance of the Trusts reposed in them by the aforesaid Indenture of Settlement, and with the Consent and Concurrence of the said *George Edward* Earl *Waldegrave* and *John James Henry Waldegrave*, (testified as aforesaid,) did bargain, sell, and demise to the said *Isaac Gascoigne* and *John Clarke*, their Executors, Administrators, and Assigns, all and singular the said Manors, Hereditaments, and Premises therein-before particularly mentioned and described, with their and every of their Appurtenances, to hold the same to the said *Isaac Gascoigne* and *John Clarke*, their Executors, Administrators, and Assigns, for and during the Term of One hundred Years, to commence and be computed from the Day of the Decease of the said *John James* Earl *Waldegrave*, without Impeachment of Waste, upon certain Trusts therein expressed, for better securing the Payment of the said annual Sum ; and in the said Indenture is contained a Proviso for Cesser of the said Term after the Performance or Satisfaction of the Trusts thereof : And whereas the said *Henry Richard Vassall* Lord *Holland* died in or about the Month of *October* One thousand eight hundred and forty, leaving the said *Henry* Earl of *Euston*, *Robert Smith*, and *John Jones Bateman* his Co-trustees him surviving : And whereas all the Children of the said *John James* late Earl *Waldegrave* mentioned in his said Will have attained the Age of Twenty-one Years, except the said *Lady Horatia Elizabeth Waldegrave* and *Lady Ida Anna Waldegrave*, who are Infants under the Age of Twenty-one Years, namely, the said *Lady Horatia Elizabeth Waldegrave* of the Age of Nineteen Years or thereabouts, and the said *Lady Ida Anna Waldegrave* of the Age of Seventeen Years or thereabouts, and are both unmarried, and they respectively are or claim to be seised in Fee Simple in Possession, each of them, of and in One equal undivided Fifth Part of and in One Third Part of the aforesaid Manors and Hereditaments, subject to an executory or springing Use or Trust, to take effect in case she shall die under the Age of Twenty-one Years without leaving Issue of her Body living at her Decease, in favour of the Survivors and others of the said Five Children named in the said Will of the said late Earl, or the Persons claiming or to claim by, from, through, or under them respectively : And whereas it would be of Benefit to the said *Lady Horatia Elizabeth Waldegrave* and *Lady Ida Anna Waldegrave* that the Entirety of and in the Manors, Rectories, Advowson, Rent-charges, and Hereditaments comprised in the Schedule to this Act, or Parts thereof, should be sold, or that Partition or Apportionment should be made thereof ; but by reason of the Infancy of the said *Lady Horatia Elizabeth Waldegrave* and *Lady Ida Anna Waldegrave* such Sale, Partition, or Apportionment cannot be made, so as to be binding upon them respectively and their respective Heirs, or the Persons claiming or to claim by, from, through, under, or in right of them respectively, without the Aid and Authority of Parliament : Wherefore Your Majesty's most dutiful and loyal Subjects the said *Lady Horatia Elizabeth Waldegrave* and *Lady Ida Anna Waldegrave*, by



the said *Anne* Countess *Waldegrave*, *Henry* Earl of *Euston*, and Lord *Fitzroy James Henry Somerset*, their Guardians appointed by the said recited Will of the said *John James* Earl *Waldegrave* deceased, their late 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, That at any Time or Times after the passing of this Act, and during the Minorities or Minority of the said Lady *Horatia Elizabeth Waldegrave* and Lady *Ida Anna Waldegrave*, or either of them, it shall and may be lawful for the said *Henry* Earl of *Euston* and Lord *Fitzroy James Henry Somerset*, or the Survivor of them, or the Executors or Administrators of such Survivor, for and on behalf of the said Lady *Horatia Elizabeth Waldegrave* and Lady *Ida Anna Waldegrave*, but in their or his own Names or Name, to join with the Owners of the other undivided Parts or Shares of and in the Manors, Rectory, Advowson, Messuages, Lands, Tenements, Tithes, Rent-charges, and Hereditaments comprised in the Schedule to this Act, or any of them, in making Partition and Apportionment of the same Manors, Rectory, Advowson, Messuages, Lands, Tenements, Tithes, Rent-charges, and Hereditaments, and their respective Rights, Members, and Appurtenances, or any of them, (and with Power, in case of Partition, to accept or give any Money for Equality of Partition, if Occasion shall require,) and also to join with such Owners as aforesaid, without making such Partition or Apportionment as aforesaid, in absolutely selling and disposing of the Entirety of the said Manors and Hereditaments, or any of them; and in the meantime and until any such Sale as aforesaid shall be made to concur with the Owners of the other Parts or Shares in making and granting Leases of the said Premises or any of them; provided that no such Lease shall be made for a greater or longer Term than Twenty-one Years in Possession, and that the best and most improved yearly Rent shall be reserved by every such Lease that can be reasonably gotten for the Hereditaments comprised therein, without taking any thing by way of Fine or Premium, and that every such Lease shall contain a Clause for Re-entry in case of Nonpayment of the Rent thereby reserved for some Time not exceeding Twenty-eight Days next after the same shall become due, and that a Counterpart of every such Lease shall be executed by the Lessee or Lessees therein named.

The Earl of Euston and Lord Fitzroy Somerset, or the Survivor of them, or their Executors, &c., to join with the Owners of the other Shares in making Partition of the Estate, and in selling;

and in the meantime to concur in granting Leases for 21 Years at Rack Rent.

II. And be it further enacted and declared, That the Powers intended to be by this Act vested in the said *Henry* Earl of *Euston* and Lord *Fitzroy James Henry Somerset*, and the Survivor of them, and the Executors or Administrators of such Survivor, shall extend to and comprise, not only the Two undivided Fifth Parts or Shares of One undivided Third Part or Share of and in the aforesaid Hereditaments of or to which the said Lady *Horatia Elizabeth Waldegrave* and Lady *Ida Anna Waldegrave* are now respectively seised or entitled in Possession, but also to such further undivided Part or Share of and in the said Hereditaments as may hereafter accrue to either of them by reason of the Death of the other of them under the Age of Twenty-one Years, and without leaving Issue of her

Powers of the Act to extend to accruing as well as original Shares of the Infants.

[Private.]

6 i

Body

Body as aforesaid, and in the meantime to the expectant Interests in respect of such Possibility of Accruer as last mentioned.

Power to execute Deeds, &c.

III. And be it further enacted and declared, That it shall be lawful for the said *Henry* Earl of *Euston* and Lord *Fitzroy James Henry Somerset*, or the Survivor of them, or the Executors or Administrators of such Survivor, by any Deed or Deeds, sealed and delivered by them or him, attested by One or more credible Witness or Witnesses, to direct, limit, appoint, grant, demise, or otherwise convey and assure the said undivided Parts or Shares hereby authorized to be dealt with and disposed of as aforesaid, or either of them, of and in the said Hereditaments, or such Part or Parts thereof as shall be intended to be comprised in any such Partition, Apportionment, Sale, or Lease as aforesaid, to such Person or Persons, for such Estate or Estates, to such Uses or in such Manner as shall be necessary or proper for carrying into effect such Partition, Apportionment, Sale, or Lease as aforesaid.

Powers for making Sales by Auction or private Contract, &c.

IV. Provided also, and be it further enacted, That it shall and may be lawful for the said *Henry* Earl of *Euston* and Lord *Fitzroy James Henry Somerset*, or the Survivor of them, his Executors or Administrators, to concur in any such Sale or Sales as they or he shall think it expedient to concur in, in execution of the Powers of this Act, by public Auction or private Contract, at such Time or Times, in such Lots, to such Person or Persons, for such Price or Prices, and subject to such Conditions or Stipulations, as to Title or otherwise, and in such Manner in all respects, as they or he shall think fit; and it shall be lawful for them or him at any such Sale or Sales by Auction to buy in any Lot or Lots, or after any private Contract for such Sale or Sales to agree to rescind such Contract or Contracts, and afterwards to sell the Lot or Lots so bought in, or the Premises comprised in such rescinded Contract or Contracts, by public Auction or private Contract, without being accountable for any Loss which may be occasioned by any thing which they or he shall do or cause to be done by virtue of this Proviso, and generally it shall be lawful for the said Trustees or Trustee to conduct such Sale or Sales as aforesaid, and to perform and execute the Trusts of these Presents, or any of them, in such Manner in all respects as they or he shall in their or his Discretion think expedient, and for the Interest of the Person or Persons beneficially interested in the said Premises.

Conveyances, &c. to be as valid as if done by the Infants after they had attained Twenty-one.

V. And be it further enacted and declared, That all Contracts, Agreements, Deeds, Conveyances, Assurances, Matters, and Things which shall be entered into, made, or done by them the said *Henry* Earl of *Euston* and Lord *Fitzroy James Henry Somerset*, or the Survivor of them, his Executors or Administrators, in pursuance of the Powers hereby vested in them or him, shall be of the same Force, and as good, valid, and effectual, at Law and in Equity, as if the said *Lady Horatia Elizabeth Waldegrave* and *Lady Ida Anna Waldegrave* had made, entered into, or executed the same, having first attained their respective Ages of Twenty-one Years.

VI. And be it further enacted, That the Parts or Shares of the said Lady *Horatia Elizabeth Waldegrave* and Lady *Ida Anna Waldegrave* of and in all and every the Sum and Sums of Money to arise and be produced by such Partition, Apportionment, or Sale as shall be made under the Powers of this Act, shall be paid by the Purchaser or Purchasers, or other Person or Persons liable to the Payment thereof, 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* the Purchasers of the Estates of Lady *Horatia Elizabeth Waldegrave* and Lady *Ida Anna Waldegrave*, Infants," 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 of Chancery, without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four; and as soon as may be after such Monies shall have been so paid as aforesaid the same shall, upon Petition to be preferred by the said *Henry* Earl of *Euston* and Lord *Fitzroy James Henry Somerset*, or the Survivor of them, or the Executors or Administrators of such Survivor, or by any Person on behalf of the said Lady *Horatia Elizabeth Waldegrave* and Lady *Ida Anna Waldegrave*, the Infants, or One of them, in a summary Way, be applied in discharge of the Costs, Charges, and Expences of applying for and obtaining the passing of this Act, and of the Steps preparatory thereto, and also of the Costs, Charges, and Expences attending such Partition, Apportionment, Sale or Sales as aforesaid, and the Matters incident thereto, and the Execution of the several Powers hereby created; and the Surplus, if any, of such Monies shall from Time to Time be laid out and invested, under the Order and Direction and with the Approbation of the said Court of Chancery, in the Purchase of Freehold Lands or Hereditaments in *England*; and the Lands and Hereditaments so to be purchased shall be conveyed and settled to such Uses or upon such Trusts, subject to such Charges, and in such Manner as the undivided Parts or Shares of the said Lady *Horatia Elizabeth Waldegrave* and Lady *Ida Anna Waldegrave* respectively would have stood settled under the said Will of the said *James* late Earl *Waldegrave* if no such Sale or Partition as hereby authorized had taken place.

Application  
of Purchase  
and other  
Monies.

VII. Provided always, and be it further enacted, That until any such Sale as aforesaid shall be made of the undivided Parts or Shares or other Hereditaments by this Act authorized to be sold and disposed of as aforesaid, the yearly Rents and Profits of the same undivided Parts or Shares, or of the undivided or apportioned Parts or Shares and Hereditaments for the Time being liable to be sold as aforesaid, but not actually sold, shall be paid and applied, in the first place, in keeping down and discharging such due Proportion of the said yearly Rent-charge of One thousand five hundred Pounds to the said *Anne* Dowager Countess *Waldegrave* as ought to be kept down, answered, and paid therewith, and afterwards to such and the same Persons and in such and the same Manner as such Rents and Profits would have been payable and applicable if this Act had not been made: Provided also, that in case and when the said Lady

Mesne Rents  
and Profits  
to be paid in  
keeping  
down a Pro-  
portion of the  
Countess's  
Annuity, and  
Surplus paid  
to Persons  
who would be  
entitled to  
Lands to be  
purchased.

*Horatia*

Power of Act to cease on the Infants coming of Age, except for enabling the Court to make Orders.

*Horatia Elizabeth Waldegrave* and *Lady Ida Anna Waldegrave* shall both of them have attained the Age of Twenty-one Years, or shall both of them have died under the said Age, the Powers intended to be created and conferred by this Act shall cease and determine, except for the Purpose of enabling the said Court of Chancery to make Orders for the Purposes herein-after mentioned.

Monies to be invested in Exchequer Bills.

VIII. And be it further enacted, That all Sums of Money which shall be paid into the Bank as aforesaid shall, in the meantime and until the same shall be ordered by the said Court of Chancery to be applied and disposed of as directed by this Act, be laid out, under the Direction of the said Court of Chancery, to be obtained in a summary Way on such Petition as aforesaid, in the Purchase of Navy or Victualling or Exchequer Bills, and the Interest arising from the Monies so laid out in the said Navy or Victualling or Exchequer Bills, and the Money received for the same as they shall be respectively paid off by Government, shall be laid out, in the Name of the said Accountant General, in the Purchase of other Navy or Victualling or Exchequer Bills; provided always, that it shall be lawful for the said Court of Chancery to make such General Order or Orders, or Special Order or Orders, if necessary, that whenever the Navy or Victualling or Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in the course of Payment by Government, and new Navy or Victualling or Exchequer Bills shall be issued, such new Navy or Victualling or Exchequer Bills may be received in exchange for those which are so in the course of Payment as shall be effectual for enabling such Receipt in exchange, and that in that Event the Interest of the new Bills shall be laid out as before directed with respect to the Interest on the old Bills which are paid off; all which said Navy, Victualling, and Exchequer Bills respectively, whether purchased or exchanged, shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until the same shall, by Order of the said Court of Chancery, to be made upon such Petition as aforesaid, be ordered to be sold by the said Accountant General; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the Money originally laid out in the Purchase thereof, then and in such Case the Surplus which shall remain after discharging the Expences of the Application to the said Court shall be paid to such Person or Persons respectively as the said Court of Chancery shall deem to be entitled thereto: Provided always, that it shall be lawful for the said Court of Chancery, upon Petition to be presented as aforesaid in a summary Way, from Time to Time to order and direct that any Sum or Sums of Money shall be paid, out of the Interest of such Navy, Victualling, or Exchequer Bills as aforesaid for the Time being deposited in the Bank of *England* as aforesaid, to the said *Anne Countess Waldegrave*, *Henry Earl of Euston*, and *Lord Fitzroy James Henry Somerset*, or any of them, or the Guardian or Guardians for the Time being of the said *Lady Horatia Elizabeth Waldegrave* and *Lady Ida Anna Waldegrave*, or such One of them as shall be under the Age of Twenty-one Years, to be applied for or towards her or their Maintenance, Support, and Education.

Court of Chancery may order Maintenance for Infants.

IX. And

IX. And be it further enacted, That the Certificate or Certificates of the said Accountant General of the Court of Chancery of the Payment of any Monies into the Bank of *England*, together with the Receipt or Receipts of One of the Cashiers of the said Bank (to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery,) as to such Monies as are hereby directed to be paid into the said Bank, shall from Time to Time be a good and effectual Discharge or good and effectual Discharges for such Monies, and the Purchaser or Purchasers, and other Person and Persons, taking such Receipt and Certificates respectively, his, her, and their respective Heirs, Executors, Administrators, and Assigns, shall not afterwards be accountable for any Misapplication or Nonapplication thereof, or be bound or concerned to see to the Application thereof or of any Part thereof.

Certificate of Accountant General to be a Discharge for Monies.

X. Provided always, and be it further enacted, That it shall be lawful for the said Court of Chancery and the said Court is hereby required from Time to Time to make an Order for taxing and settling the Costs, Charges, and Expences herein-before directed to be paid, and for taxing the Costs of the several Applications to be made to the said Court respecting the Matters aforesaid, and the Costs of taking the Monies out of the Bank, and investing the same in new Purchases as aforesaid, and for Payment of all such Costs, Charges, and Expences out of the said Monies, or out of the Monies arising by Sale of the said Navy, Victualling, or Exchequer Bills so to be purchased as aforesaid.

Court of Chancery to make orders for taxing and Payment of Costs, &c.

XI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons (other than and except the said Lady *Horatia Elizabeth Waldegrave* and Lady *Ida Anna Waldegrave*, and their respective Heirs, and any other Person or Persons claiming or to claim by, from, through, under, or in right of them or either of them), all such Estate, Right, Title, Claim, and Demand at Law and in Equity of, in, or to the said undivided Parts or Shares and Hereditaments intended to be affected by the Powers given and created by this Act, as they respectively would have had if this Act had not been passed.

General Saving.

XII. And be it enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

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

The SCHEDULE referred to by the foregoing Act.

---

The Powers and Enactments of the said Act are intended to apply to or comprise Two full and equal undivided Fifth Parts or Shares (the whole into Five equal Parts or Shares to be divided) of and in One full and equal undivided Third Part or Share (the whole into Three equal Parts or Shares to be divided) of and in the following Manors, Rectory, Advowson, Messuages, Lands, Tithes, Rent-charges, Tenements, and Hereditaments; (viz.)

1. The Manor or Lordship of Whittlesey Saint Mary otherwise Whittlesea Saint Mary.
2. The Manor or Lordship of Whittlesey Saint Andrew otherwise Whittlesea Saint Andrew.
3. The Manor or Lordship of the Rectory of Whittlesey Saint Mary otherwise Whittlesea Saint Mary, called the Coquinary otherwise the Cozinary.
4. All the Rights, Royalties, Lands, Hereditaments, and Appurtenances to the said Manors or Lordships respectively belonging, or reputed to be Parcel thereof or appurtenant thereto, so far as the same have not been extinguished or alienated under any Inclosure Act of Parliament or otherwise.
5. The Rectory or Parsonage Improprate of Whittlesey Saint Mary otherwise Whittlesea Saint Mary aforesaid.
6. The Rectory or Parsonage Improprate of Whittlesey Saint Andrew otherwise Whittlesea Saint Andrew aforesaid.
7. The Messuages, Lands, Tenements, Tithes, and Emoluments to the said Rectories or Rectory belonging, so far as the same have not been commuted, extinguished, or alienated under the Tithe Commutation Act, or any Inclosure Act or Acts, or otherwise.
8. The Advowson, Patronage, and Right of Presentation to the Vicarage or Perpetual Curacy of the Church of Whittlesey Saint Mary otherwise Whittlesea Saint Mary aforesaid.
9. And all that Tithe Commutation yearly Rent-charge of £3,940 12s. 8d. awarded, as in the foregoing Act recited or mentioned, under the Statute for the Commutation of Tithes in England and Wales, and any other Rent-charge or Rent-charges awarded or acquired in like Manner (if any such there be).

10. And

10. And also all those several Messuages, Farms, and Lands containing by Admeasurement the several Quantities, and now or late in the Tenure or Occupation of the several Persons, and at the several yearly Rents, next herein-after particularly mentioned; (that is to say,)

Occupiers.	Quantities.			Annual Rents.		
	A.	R.	P.	£	s.	d.
William and John Ashling	13	2	12	28	10	0
Charles and William Boyce	365	3	37	450	0	0
Robert Bird	209	1	13	272	0	0
Thomas Elsom	321	3	9	452	0	0
William Grounds	358	2	23	441	0	0
Thomas Johnson	88	3	21	158	0	0
John Little	305	1	29	366	0	0
James Read	43	1	17	53	1	0
Polly Cleasby	18	2	18	37	0	0
John Waddelow, junior	410	1	30	556	0	0
Thomas Smith, for Fishery		—		1	0	0
	2,136	0	9	2,814	11	0

All which said several Manors, Messuages, Lands, Rents, and Hereditaments are situate, lying, and arising in the Parishes of Whittlesey Saint Mary otherwise Whittlesea Saint Mary, and Whittlesey Saint Andrew otherwise Whittlesea Saint Andrew, in the Isle of Ely in the County of Cambridge.

*J. Jones Bateman.*

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE, Printers to the Queen's most Excellent Majesty. 1843.

