ANNO QUARTO & QUINTO

VICTORIÆ REGINÆ.

Cap. 40.

An Act for ascertaining and defining the Glebe Land of the Rector of *Abington* alias *Abingdon* in the County of *Northampton*, and for building a Parsonage House for such Rector.

[21st *June* 1841.]

WHEREAS *John Harvey Thursby* of *Abington* alias *Abingdon* in the County of *Northampton*, Esquire, is Lord of the Manor of *Abington* alias *Abingdon* in the said County of *Northampton*, and is the Owner of all the Land in the said Parish of *Abington* alias *Abingdon* aforesaid, except so much of such Land as forms Part of the Possessions of the Rector of the Rectory and Parish Church of *Abington* alias *Abingdon* aforesaid in right of such Rectory and Parish Church, and also except Twelve Acres Three Roods and Four Perches, or thereabouts, of Land belonging to the Crown; and the said *John Harvey Thursby* is the absolute Owner of the Advowson, Donation, and free Disposition or Right of Patronage of the said Rectory and Parish Church of *Abington* alias *Abingdon*: And whereas it is recited in Two several Decrees of the High Court of Chancery, in or about the Years One thousand six hundred and forty-one and One thousand six hundred and sixty-one, that the Glebe of the said Rectory and Parish Church of *Abington* alias *Abingdon* formerly lay dispersed in Common Fields: And whereas, by the said Decree in One thousand six hundred and forty-one, an Agreement therein stated to have been previously made between *William Flesh-*

ware, a former Rector of the said Parish Church, and *Baldwyn Barnard* Esquire, the then Lord of the Manor of *Abington* alias *Abingdon* aforesaid, that the latter might inclose Two hundred and eighty Acres of Land, which included a small Quantity of the Glebe of the said Rectory, and that he should give the Rector of the said Parish Church certain Lands in the Common Fields of *Abington* alias *Abingdon* aforesaid, which Lands were stated in such Decree to be of far greater Value than the Part of the Glebe so to be inclosed, was confirmed, the then Incumbent having submitted to such Decree; but it was by such Decree provided, that if it should thereafter be made appear to the said Court that the said Agreement was to the Prejudice of the said Church and the then Incumbent's Successors, then the said Court, notwithstanding that Decree, should have Power to make such further Allowance and Addition unto the said Church out of the said Manor of *Abington* alias *Abingdon* aforesaid as the said Court should think fit: And whereas by the said Decree in One thousand six hundred and sixty-one it appears that certain Articles of Agreement, bearing Date the Twenty-second Day of *November* One thousand six hundred and fifty-nine, were entered into between *John Bernard* Esquire, the then Lord of the Manor of *Abington* alias *Abingdon* aforesaid, and the then Rector of the said Parish Church, for the inclosing of the Manor or Lordship of *Abington* alias *Abingdon* aforesaid (in such Decree called *Abbington*), whereby such Rector did agree, for himself and his Successors, with the said *John Bernard* and his Heirs, that the said *John Bernard* and his Heirs should hold and enjoy the Lands in *Abington* alias *Abingdon* aforesaid in Severalty, without any Common to be had or taken by the said Rector or his Successors out of or in the same, except only Common in the Meadow called the *Town Meadow*, in reference to the Proportion of Meadow thereout allotted for the said Rector and his Successors, the same to be had and taken according to the Usage and Custom of *Abington* alias *Abingdon* aforesaid, or without any Common to be had or taken in any of the Closes, Grounds, or Meadows of the said *John Bernard* as were then before inclosed, and without Payment of any Manner of Tithes, either Small or Great, to such Rector or his Successors, for the same; and that the said *John Bernard*, his Heirs and Assigns, should for ever after hold and enjoy all the said Glebe Lands of the said Rectory without the Interruption of the said Rector or his Successors; and that the said *John Bernard* did thereby agree for himself and his Heirs that in lieu of the said Glebe Land and Common the said Rector and his Successors should for ever after the said Inclosure quietly have and enjoy to their Use divers Parcels of Arable, Meadow, and Pasture Ground, to wit, one Parcel of Ground, Part Arable and Part Pasture, containing Twenty-two Acres Two Roods and Sixteen Poles, and adjoining upon the Field of *Weston Favell* on that Side abutting upon a Place called *Clackmill*, in the Field of *Abington* alias *Abingdon* aforesaid, and one Parcel of Ground called *Micham*, containing Eighteen Acres Two Roods and Twenty Poles, which said Close abutting upon *Clackmill* should be divided with a Dyke and Quickset Hedge at the Costs of the said *John Bernard*, and Two Acres and a Half of Pasture Ground adjoining to the West End of the Home Close of the said Parsonage, and also One Acre and Eighteen Poles of Pasture Ground lying together

in *East Mill Hades*, and adjoining to a Close of *Alexander Ekins* of *Weston Favell*, Gentleman, on the East, called *Long Land*; and also a Quantity of Meadow Ground lying in the *Town Meadow*, containing Four Acres One Rood and Eighteen Poles, Two Acres One Rood and Eighteen Poles thereof lying together, and shooting upon the said Close called *Langland*, and the other Two Acres lying together, one End shooting North upon *East Mill*, the other End upon the River, South, the West Side lying next the Meadow Rails, and bounded on the East Side by Three Meer Stones, which said Lands and Premises were to be fenced with Dykes and Quickset Hedges at the Cost and Charges of the said *John Bernard*, and to be held and enjoyed by such Rector and his Successors in Severalty, without any Common to be thereout taken by the said *John Bernard* or his Heirs, excepting Common out of the said Four Acres One Rood and Eighteen Poles of Meadow, to be taken according to the Custom in *Abington* alias *Abingdon* aforesaid; and that in lieu of Two small demolished Tenements theretofore adjoining to the Churchyard, and belonging to the Parson of *Abington* alias *Abingdon* aforesaid, the said *John Bernard* was to erect and build a Tenement at the Town's End, to be enjoyed by such Rector and his Successors, with a little Pightle of Ground called *Newman's Close*, adjoining to the said Tenement, all which were of the clear yearly Value of Forty Pounds; and that a Commission had been issued out of the said Court to certain Commissioners, who certified to the said Court that the Articles and Inclosure of the said Manor of *Abington* alias *Abingdon* did tend to the Improvement, and were and would be beneficial and advantageous to the said Church of *Abington* alias *Abingdon*, and that the Revenue of the said Church was improved thereby to the yearly Value of Twenty Pounds or upwards; and it was by such Decree ordered, adjudged, and decreed that the said *John Bernard* and his Heirs, and the said Rector and his Successors, should hold and enjoy the said Lands according to the said Articles of Agreement respectively, without Interruption; and that the said Articles be ratified and confirmed, to be observed and performed by all the said Parties, their Heirs and Successors respectively, to all Intents and Purposes, according to the Tenor and true Meaning thereof, and such Decree also confirmed an Agreement between the said *John Bernard* and such Rector, that the said *John Bernard*, his Heirs and Assigns, should pay to such Rector and his Successors Sixty Pounds a Year in lieu of Tithes: And whereas it appears by a Decree of the High Court of Chancery in One thousand six hundred and eighty-six, that the Parsonage House of the said Rectory had become ruinous, and that a new Parsonage House had then lately been built at the East End of *Abington* Town, and that the Bishop of the Diocese had, by an Instrument of Licence and Confirmation, testified that he had been certified by a Certificate filed in his Registry, from several Persons to whom he issued his Commission for inquiring into the Truth of the Matter, that the Exchange, confirmed by such Decree as herein-after is mentioned would be for the apparent Benefit of the said Rectory, and that the Court was satisfied that the Execution of such Exchange would be much for the Benefit and Advantage of the said Rectory; and it was by such Decree ordered, adjudged, and decreed that the Rectors of the said Parish Church of *Abington* alias *Abingdon* aforesaid should for ever thereafter

thereafter hold and enjoy the said new House, with the Barn and Stable on the West Side thereof set out to belong thereto, and so much of the Yard backward as the said House extended Eastward, and the Ground there lately walled in for a Garden and Orchard Place on the South Side of the said new House, Barn, and Stable, in lieu and exchange of and for the old House, Homestead, Materials, and Appurtenances thereto (being the old Parsonage House); and it was further ordered and decreed that the said *William Thursby* and his Heirs and Assigns, in lieu and exchange of and for the said new House, should for ever thereafter have, hold, and enjoy to him the said *William Thursby*, his Heirs and Assigns, against the then Rector of the Church of *Abington* aforesaid, and his Successors, the said old House, Homestead, Materials, and Appurtenances; and such Decree also decreed that a Rent-charge of Forty Pounds should be paid to the said Rector and his Successors by the said *William Thursby* and his Heirs, in lieu of the Glebe of the said Rectory, and that such Glebe should be held by the said *William Thursby*, his Heirs and Assigns, free from Payment of Tithes, against the said Rector and his Successors: And whereas, since the last-mentioned Decree, the House so thereby decreed to the said Rector and his Successors for a Parsonage House as aforesaid has been converted into Cottages, and has become totally unfit for the Residence therein of the Rector of the said Parish Church: And whereas no Part of the original Glebe of the said Rectory or Parish Church, or of the Land so as aforesaid decreed to be Glebe of such Rectory or Parish Church, has for many Years been held or let by the said Rector of the said Rectory or Parish Church, but the same, together with the said Cottages into which the said new Parsonage House was so converted as aforesaid, has been held or let by the Owner of the said Manor of *Abington* alias *Abingdon* for the Time being as if the same formed Part of such Manor, an annual Payment having been made by such Lord of the Manor to such Rector, such annual Payment exceeding the annual Value of such Glebe and Cottages: And whereas the original Glebe of the said Rectory or Parish Church, except a very small Part thereof, cannot now be identified: And whereas the Reverend *Benjamin Winthrop* is the present Rector of the said Rectory and Parish Church, and the Right Reverend Father in God *George*, by Divine Permission Lord Bishop of *Peterborough*, is the Bishop of the Diocese within which the said Rectory and Parish are situated: And whereas it is apprehended that the said several Decrees were ineffectual for the Purposes for which they were respectively intended, and that notwithstanding such Decrees the original Glebe of the said Rectory and Parish Church still remains the Glebe thereof, and that the Site of the original Parsonage House of such Rectory and Parish Church still forms Part of the Possessions of the Rector of such Rectory and Parish Church, in right of such Rectory and Parish Church, and that the said Land and Premises so as aforesaid decreed to the said Rector, the said Cottages into which the said new Parsonage House has been so as aforesaid converted, do not form Part of the Possessions of the Rector of such Rectory and Parish Church, but are the Property of the said *John Harvey Thursby*: And whereas the said *John Harvey Thursby* is unable to make out a Title to any Part of his Property in the said Parish, and the said *Benjamin Winthrop* is unable to assert his Rights as Rector of the said

said Rectory and Parish Church, by reason of their respectively not being able to prove what Part of the said Parish belongs to the Rector of such Rectory in right of his said Rectory and Parish Church: And whereas, in order that the said Rector of the said Rectory and Parish Church may be resident on his Living, a new Residence must be provided for him within the said Parish: And whereas it would be very beneficial to the said *Benjamin Winthrop* and his Successors, Rectors of the said Rectory and Parish Church, and to the said *John Harvey Thursby*, if some Parts of the Land in the said Parish, of adequate Value, having regard to the estimated or probable Value of the Land decreed to be Glebe by the said Decree in One thousand six hundred and sixty-one, were constituted the Glebe of the said Rectory and Parish Church, and if a Piece of Land, conveniently situated in the said Parish, was set apart and provided as and for a Site for a new Parsonage House, with suitable Outbuildings, for the Rector of the said Rectory and Parish Church, and if, as a Consideration for the Premises, the rest of the said Parish, exclusive of the said Land belonging to the Crown, and of the Site of the said Parish Church, and of the Churchyard belonging thereto, were freed or discharged from all Rights of Common and other Rights whatsoever of the Rector of *Abington*; and the said *John Harvey Thursby* and *Benjamin Winthrop* are respectively desirous that such an Arrangement as is above mentioned should be made and carried into effect, and the said *John Harvey Thursby* is willing, upon the said Arrangement being carried into effect, to provide, out of his own Monies, the Sum of One thousand Pounds, to be laid out, with the Approbation of the Bishop of the Diocese, in the building of a new Parsonage House, with suitable Outbuildings thereto, on the said Site for a new Parsonage House: And whereas the said *John Harvey Thursby* has paid the Sum of One thousand Pounds into the Bank of *England*, to the Account of the Bishop of the said Diocese and of the said *Benjamin Winthrop*: And whereas the said several Objects cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said *Benjamin Winthrop*, Rector of *Abington* alias *Abingdon* aforesaid, *John Harvey Thursby*, and the said Lord Bishop of *Peterborough*, 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 the Lands and Hereditaments herein-after particularly mentioned; that is to say, all that Close of Arable Land commonly called or known by the Name of *Near Fullingdale*, and containing Fourteen Acres Three Roods and Thirty Perches, or thereabouts, bounded on the North Side thereof by a certain Close of Arable Land called *Michams*, on the South Side thereof by the Close of Land next herein-after described, on the East Side thereof on most Part thereof by a certain Close of Land called *Lower Clack Mill*, and on the remaining Part thereof by a certain Close called *Far Clack Mill*, and on the West Side thereof by a certain Close of Land called *Upper Cistern Close*, the Fences on the South Side of the said Close called *Near Fullingdale* to belong to and be kept in repair by the Incumbent for the Time being of the said Rectory, and the Fences on the Three other

The Lands herein described to be set apart as the Glebe of the Rectory.

other Sides of the same Close to belong to and be kept in repair by the said *John Harvey Thursby*, his Heirs and Assigns; and also all that Barn and Yard containing One Rood Twenty-nine Perches or thereabouts, and adjoining to and on the South-west Corner of the said Close of Land called *Near Fullingdale*; and also all that Close of Pasture Land called *Far Fullingdale*, and containing Fifteen Acres Three Roods and Sixteen Perches, or thereabouts, bounded on the North Side by the said Close called *Near Fullingdale*, and in part by the said Barn and Yard, on the South Side thereof by the High Road leading from *Northampton* to *Little Billing*, on the East Side thereof partly by a Close of Land called *Far Clack Mill*, and partly by a Barn and Yard adjoining, and on the West Side thereof by the said Close of Land called the *Upper Cistern Close*, the Fence on the South Side of the said Close called *Far Fullingdale* to belong to and be kept in repair by the said Incumbent for the Time being; and the Fences on the East and West Sides thereof to belong to and be kept in repair by the said *John Harvey Thursby*, his Heirs and Assigns; and also all that Piece of Land lately staked and marked out in a Close of Land called *Tenter Close*, and which Piece of Land contains Two Acres Two Roods and Two Perches, or thereabouts, and is bounded at the North End thereof by the said High Road, at the South End thereof in part by the Meadow herein-after described, and mentioned to contain Twelve Acres One Rood and Twenty-four Perches, or thereabouts, and on the Remainder of the South End thereof by the Meadow herein-after described to be in the Occupation of Mr. *Joseph Campion*, on the East Side thereof by Land belonging to Mr. *George Spokes*, and on the West Side thereof by the said Close of Land called *Tenter Close*, the Fences at the North End of which Piece of Land, and on so much of the South End thereof as forms a Boundary to the Meadow herein-after described as containing Twelve Acres One Rood and Twenty-four Perches, or thereabouts, are to be kept in repair by the said Incumbent for the Time being, and the Fence on the West Side of which Piece of Land, and on so much of the South End thereof as does not form such Boundary as last aforesaid, is to be made with a good and proper Quickset Hedge properly raised and guarded, by and at the Expence of and to belong to and be kept in repair by the said *John Harvey Thursby*, his Heirs and Assigns; and also all that Meadow, containing Twelve Acres One Rood Twenty-four Perches, or thereabouts, bounded on Part of the North Side thereof by the said Piece of Land containing Two Acres Two Roods and Two Perches, or thereabouts, and on the Residue of the North Side thereof by Land belonging to the said *George Spokes*, on Part of the South Side thereof by a Meadow in the Occupation of Mr. *Joseph Campion*, and on the Residue of the South Side thereof by the River *Nyne* or *Nen*, on Part of the East Side thereof by Land belonging to the said *George Spokes*, and on the Residue thereof by Land belonging to the Rector of *Weston Favell* aforesaid, and on the West Side thereof by the said Meadow in the Occupation of the said *Joseph Campion*, the Fences on so much of the East Side of the said Meadow as is bounded by Land belonging to the Rector of *Weston Favell* aforesaid to belong to and be kept in repair by the Incumbent for the Time being, and the Fence on so much of the South Side of the said Meadow as is bounded by the said Meadow in the Occupation

pation of the said *Joseph Campion*, and the Fences on the West Side of the said Meadow to belong to and be kept in repair by the said *John Harvey Thursby*, his Heirs and Assigns, (all which Lands herein-before particularly mentioned are situate in *Abington* alias *Abingdon* aforesaid,) shall, from and after the passing of this Act, be annexed to and be the Glebe of the said Rectory of *Abington* alias *Abingdon* aforesaid, and shall be holden and enjoyed by the said *Benjamin Winthrop* and his Successors accordingly, freed and discharged from all Rights of Common, and all Manorial and other Rights whatsoever; and that the Timber and other Trees growing in the several Fences herein-before mentioned shall belong to the Parties respectively to whom it is hereby enacted that such Fences respectively shall belong; and that the said *Benjamin Winthrop* and his Successors, and his and their Families, Friends, and Servants, shall for ever hereafter have full Right and free Liberty to pass and repass, on Foot or on Horseback, and either with or without Horses and Carriages, to and from the said Closes containing respectively Fourteen Acres Three Roods Thirty Perches, or thereabouts, and Fifteen Acres Three Roods Sixteen Perches, or thereabouts, and the said Barn and Yard, upon, through, by, and over a Road of Ten Feet wide, to be made and kept in repair by the said *John Harvey Thursby*, his Heirs and Assigns, to and from the Church of *Abington* alias *Abingdon*, such Road to be a direct Road to such Church from the new Parsonage House to be built in pursuance of the Provisions of this Act; and that the said *Benjamin Winthrop* and his Successors, and his and their Families, Friends, Tenants, Servants, Workmen, and Agents, shall for ever hereafter have full Right and free Liberty to pass and repass, on Foot or on Horseback, and either with or without Horses, Oxen, Cows, Sheep, or other Beasts, Cattle, and Animals whatsoever, and either with or without Waggons, Carts, and other Carriages, Vehicles, or Machines whatsoever, whether loaded or unloaded, to and from any Part or Parts of the said Closes containing respectively Fourteen Acres Three Roods Thirty Perches, or thereabouts, and Fifteen Acres Three Roods Sixteen Perches, or thereabouts, and the said Barn and Yard, upon, through, by, and over a Road of Ten Feet wide, to be made and kept in repair by the said *John Harvey Thursby*, his Heirs and Assigns, to and from the said High Road leading from *Northampton* to *Little Billing*, and the Road so to be made as last aforesaid to join and run parallel with the Fences on the West Side of the same Closes of Land and Barn and Yard; and that the said *Benjamin Winthrop* and his Successors, and his and their Families, Friends, and Servants, shall for ever hereafter have full Right and free Liberty to pass and repass, on Foot or on Horseback, and either with or without Horses and Carriages, to and from the said new Parsonage House to be built in pursuance of the Provisions of this Act, upon, through, by, and over the said Road, to and from the said Church of *Abington* alias *Abingdon*, herein-before provided, and from thence upon, by, through, and over the Gravel Road now leading to the *Wellingborough* Turnpike Road, which Gravel Road is to be kept in repair by the said *John Harvey Thursby*, his Heirs and Assigns.

The Rest of the Lands in the Parish to

II. And be it further enacted, That all the Lands and Hereditaments situated in the Parish of *Abington* alias *Abingdon*, except the said

be vested in Mr. Thursby, his Heirs and Assigns, except, &c.

said Lands and Hereditaments herein-before particularly mentioned, and constituted the Glebe of the said Rectory, and also except the Site of the said Parish Church and the Churchyard belonging to such Church, and also except the said Land belonging to the Crown, shall, from and after the passing of this Act, be vested in the said *John Harvey Thursby*, his Heirs and Assigns, freed and discharged from all Rights of Common and other Rights whatsoever belonging to the Rector of *Abington*, except the Rent-charge payable in lieu of Tithes, without Prejudice, nevertheless, to the Rights of Road herein-before mentioned.

Mr. Thursby adjudged, in all Courts of Judicature, to have entered into Covenants of Title with the Rector.

III. And be it further enacted, That from and after the passing of this Act the said *John Harvey Thursby* shall be adjudged in all Courts of Judicature to have entered into Covenants, running with the Land, for himself, his Heirs, Executors, and Administrators, that the said *Benjamin Winthrop* and his Successors shall, from and after the passing of this Act, quietly hold, occupy, possess, and enjoy the said Lands and other Hereditaments herein-before constituted the Glebe of the said Rectory, with the said several Rights of Road, against him the said *John Harvey Thursby* and all other Persons whomsoever, except Persons claiming under the said *Benjamin Winthrop* and his Successors, and be kept harmless and indemnified by the said *John Harvey Thursby*, his Heirs, Executors, or Administrators, from and against all and all manner of Estates, Charges, and Incumbrances whatsoever, other than Estates, Charges, and Incumbrances by the said *Benjamin Winthrop* and his Successors, and also for the further Assurance of the said Lands, Hereditaments, and Premises, and Rights of Road, unto and to the Use of the said *Benjamin Winthrop* and his Successors, by the said *John Harvey Thursby* and his Heirs, and all other Persons whomsoever; and that the said *Benjamin Winthrop* and his Successors shall and may in any Action assign a Breach of all or any of the said Covenants as he or they might have done if the said *John Harvey Thursby* had actually entered into such Covenants as aforesaid with the said *Benjamin Winthrop*, his Heirs and Assigns, by an Indenture duly executed by him the said *John Harvey Thursby* immediately after the passing of this Act, and such Covenants had been in all respects valid, and had run with the Land.

The Sum of 1,000*l.* to be laid out in the building of a new Parsonage House.

IV. And be it further enacted, That the said Sum of One thousand Pounds shall be laid out and expended, with the Approbation of the Bishop of *Peterborough* for the Time being, in the Erection on the said Closes of Land containing Fourteen Acres Three Roods and Thirty Perches, or thereabouts, and Fifteen Acres Three Roods and Sixteen Perches, or thereabouts, or one of them, of a substantial Parsonage House for the Incumbent of the said Rectory, with proper Offices thereto, and proper Fixtures for the same, and in laying out other Part of the same Closes, or any of them, as and for a Garden for such Parsonage House.

Apportionment of the Rent-charge in lieu of Tithes.

V. And be it further enacted, That so much of the Rent-charge which has been or shall be awarded or agreed to be paid for the Tithes of the said Parish of *Abington* alias *Abingdon*, as has been or

shall be apportioned in respect of the Glebe of the said Rectory, shall be charged upon and issuing out of the said Lands and Hereditaments herein-before constituted the Glebe of the said Rectory, and that so much of such Rent-charge as has been or shall be apportioned in respect of the Lands and Hereditaments of the said *John Harvey Thursby* in the said Parish shall be charged upon and issuing out of the Lands and Hereditaments hereby vested in the said *John Harvey Thursby*, his Heirs and Assigns.

This Act not to be considered an Exchange.

VI. Provided always, and be it further enacted, That this present Act shall not be deemed to be an Exchange of Glebe Land for other Land so as to prevent any Exchange or Exchanges of the said Lands and Hereditaments herein-before constituted the Glebe of the said Rectory being hereafter made for other Lands or Hereditaments under the existing or any future Act or Acts of Parliament authorizing the Exchange of Glebe Lands for other Lands.

If Mr. Thursby should, before the said Sum of 1,000*l.* be expended, fit up Abington Abbey in a proper Manner for a Parsonage House, the said Sum shall be repaid to him.

VII. Provided also, and be it further enacted, That if, before the said Sum of One thousand Pounds shall have been so laid out and expended as aforesaid, an Exchange or Exchanges shall be effected under any Act or Acts of Parliament authorizing the Exchange of Glebe Lands for other Lands of the said Lands and Hereditaments herein-before constituted the Glebe of the said Rectory, or any Part thereof, for the Land upon which the Mansion House of the said *John Harvey Thursby* called *Abington Abbey* now stands, with other Land contiguous or near thereto, and if the said *John Harvey Thursby*, his Executors or Administrators, shall, at his or their own Expense, with the Approbation and to the Satisfaction of the Incumbent of the said Rectory for the Time being, and also of the Bishop of *Peterborough* for the Time being, convert the said Mansion House into a substantial and conveniently sized Parsonage House for the Incumbent of the said Rectory, with proper Offices thereto, and proper Fixtures for the same, and appropriate and lay out the said other Land near or contiguous thereto, or a sufficient Part thereof, as and for a Garden for such Parsonage House, then and in such Case the said Sum of One thousand Pounds shall be repaid to the said *John Harvey Thursby*, his Executors or Administrators, for his and their own Use and Benefit.

General Saving.

VIII. 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, his, her, or their Heirs, Successors, Executors, and Administrators, other than the said *Benjamin Winthrop*, Rector of *Abington* alias *Abingdon* aforesaid, and his Successors, and the said *John Harvey Thursby* and his Heirs, and the said Bishop of *Peterborough* and his Successors, all such Estate, Right, Title, Interest, Claim, or Demand whatsoever, in, to, or out of the said several Lands, Hereditaments, and Premises herein-before vested in the said *Benjamin Winthrop* and his Successors, and in the said *John Harvey Thursby*, his Heirs and Assigns respectively, or any of them, or any Part or Parts thereof respectively, as they, every or any of them, had before the passing of this Act, or could or might have had and enjoyed if this Act had not passed.

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

IX. And be it further 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.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1841.