ANNO QUADRAGESIMO PRIMO

GEORGII III. REGIS.

Cap. 103.

An Act for veſting Part of the ſettled Eſtates of the moſt Honourable *James* Marquis of *Saliſbury* in Truſtees, to be ſold, and for applying the Purchaſe Money in diſcharging of a Mortgage thereon, and for confirming the Settlement of the Reſidue of ſuch Eſtates, and declaring the ſame to be a Satisfaction of His Marriage Articles; and for appointing a new Truſtee inſtead of One deceaſed.

[20th *June* 1801.]

Preamble. 1773, *July* 19th. Articles made on the Marriage of the Marquis and Marchioneſs of *Saliſbury*.

WHEREAS by Indenture bearing Date on or about the Nineteenth Day of *July* in the Year One thouſand ſeven hundred and ſeventy-three, and made between the Right Honourable *James* Earl of *Saliſbury* (the Father of the preſent Marquis of *Saliſbury*) and the ſaid Marquis, by his then Name of *James* Lord Viſcount *Cranborne*, of the one Part, and the Right Honourable *Wills* Earl of *Hillſborough*, and the Right Honourable Lady *Mary Emily Hill*, now Marchioneſs of *Saliſbury*, One of his Daughters, of the other Part (being the Articles made in Contemplation of the Marriage of the ſaid Marquis and Marchioneſs) for the Conſiderations therein expreſſed, the ſaid Earl of *Saliſbury* for himſelf, his Heirs, Executors, and Adminiſtrators, covenanted with the ſaid Earl of *Hillſborough*, that in caſe the ſaid then intend-

ed Marriage ſhould take Effect, he the ſaid Earl of *Saliſbury* would ſecure One Annual Rent Charge of Two thouſand Pounds of lawful Money of *Great Britain*, clear of all Taxes and Deductions, to be paid and payable from the Day of the Solemnization of the ſaid Marriage, out of a competent Part of his real Eſtates, unto the ſaid *James* now Marquis of *Saliſbury*, during his Life, and after his Deceaſe, in caſe the ſaid *Mary Emily* now Marchioneſs of *Saliſbury*, ſhould ſurvive him, then One thouſand five hundred Pounds, Part of the ſaid Rent Charge, to the ſaid Marchioneſs, during her Life, for her Jointure and in Bar of Dower, and the remaining Five hundred Pounds of the ſaid Rent Charge, during her Life, and the Whole thereof, after the Decaſe of the Survivor of the ſaid Marquis and Marchioneſs, to the Firſt Son of the ſaid Marriage and the Heirs Male of his Body, and in Default of ſuch Iſſue to the Second, Third, Fourth, Fifth, and all and every other the Son and Sons of the ſaid Marriage, and the Heirs Male of their Bodies ſucceſſively; and in Default of ſuch Iſſue, then the ſame Annual Rent Charge to go to the ſaid Earl of *Saliſbury*, his Heirs and Aſſigns for ever; and that in the mean Time until ſuch Security ſhould be given by the ſaid Earl of *Saliſbury* for the Payment of the ſaid Rent Charge of Two thouſand Pounds as aforeſaid, he the ſaid Earl of *Saliſbury*, his Heirs, Executors, or Adminiſtrators, would well and truly pay the ſaid Rent Charge of Two thouſand Pounds to the ſaid Marquis and Marchioneſs, and their Iſſue Male, at ſuch Times and in ſuch Manner as therein-before mentioned and agreed upon; and it was in and by the ſame Indentures provided and agreed, that if the ſaid Earl of *Saliſbury* during his Life, or the ſaid *James* now Marquis of *Saliſbury* after his Deceaſe, ſhould ſettle Lands, Tenements, and Hereditaments, of a good Eſtate in Fee Simple, in that Part of *Great Britain* called *England*, of the yearly Rent or Value of Two thouſand five hundred Pounds, free from Incumbrances, to the Uſe of the ſaid Marquis for Life, without Impeachment of Waſte, with a Proviſion for ſecuring thereout a Rent Charge of One thouſand five hundred Pounds a Year to the ſaid *Mary Emily* now Marchioneſs of *Saliſbury*, for Life, as her Jointure and in bar of Dower, and ſubject to ſuch Jointure, to the Uſe of the Firſt and other Sons of the ſaid then intended Marriage in Tail Male ſucceſſively, then and from thenceforth the Covenants and Agreements therein-before contained for ſecuring the ſaid yearly Sum of Two thouſand Pounds ſhould be taken and deemed to be fully ſatisfied and performed: And whereas by Indentures of Leaſe and Releaſe and Settlement, bearing Date reſpectively on or about the Nineteenth and Twentieth Days of *September*, in the Year One thouſand ſeven hundred and eighty-two, the Releaſe and Settlement being of Four Parts, and made between the ſaid *James* now Marquis of *Saliſbury* and the ſaid *Mary Emily* now Marchioneſs of *Saliſbury* his Wife, (then Earl and Counteſs of *Saliſbury*) of the Firſt Part, the ſaid Earl of *Hillſborough* of the Second Part, the Right Honourable *Thomas Hyde* commonly called Lord *Hyde* (now Earl of *Clarendon*) and the Right Honourable *John Chetwynd* Lord *Talbot*, Baron of *Henſol* in the County of *Glamorgan* (ſince deceaſed) of the Third Part, and the Right Honourable *Arthur Hill* commonly called Lord Viſcount *Fairford* (eldeſt Son and Heir apparent of the ſaid Earl of *Hillſborough*) and the Right Honourable *William* Lord *Bagot* Baron of *Bagot's Bromley*, in the County of *Stafford* (ſince deceaſed) of the Fourth Part; after reciting the ſaid herein-before recited Marriage Articles, and that the ſaid *James* Earl of *Saliſbury*, the late Father of the ſaid Marquis, had departed

1782, *September* 19th and 20th. Settlement by the Marquis of Eſtates in the Counties of *Hertford*, *Dorſet*, and *Rutland*, in purſuance, and intended as a Satisfaction of his Marriage Articles.

parted this Life without having ſettled an Annual Rent Charge of Two thouſand Ponnds, or any Part thereof, upon or out of any ſpecifick Part of his real Eſtates, in purſuance of the Covenant contained in the ſaid Articles on his Part, or any Lands or Hereditaments to the Uſes, and for the Intents and Purpoſes therein expreſſed; and therefore that the ſaid Marquis, as well in Performance of the Covenants and Agreements contained in the ſaid Articles on the Part of the ſaid late Earl of *Saliſbury*, as for making a more ample and extenſive Proviſion for his Iſſue Male by the ſaid Marchioneſs, had agreed to ſettle the Manors and other Hereditaments therein-after deſcribed, being of greater yearly Value than the yearly Sum of Three thouſand five hundred Pounds, over and above all Taxes and Outgoings whatſoever, but ſubject to the Payment of the Sum of Twenty thouſand Pounds to the perſonal Repreſentatives of *John Poltock* Eſquire, deceaſed, and the Intereſt thereof ſecured by a Mortgage of the ſaid Hereditaments, or a conſiderable Part thereof, made by the ſaid *James* Earl of *Saliſbury*, Father of the ſaid Marquis, to the ſaid *John Poltock*, to the ſeveral Uſes therein and herein-after mentioned; it is witneſſed that in purſuance of ſuch Agreement, and in Conſideration of the ſaid Marriage, and of the Marriage Portion of the ſaid Marchioneſs paid and ſecured as therein mentioned, he the ſaid *James* now Marquis of *Saliſbury*, did grant, bargain, ſell, alien, releaſe, and confirm unto the ſaid Lord *Hyde* and Lord *Talbot* and their Heirs, all that the Caſtle, Manor, and Lordſhip of *Hertford*, with the Rights, Royalties, Members, and Appurtenances thereof in the County of *Hertford*; and all thoſe the Manors or Lordſhips of *Hatfield*, *Bedwell*, *Lowthes*, *Eſſingdon*, *Baylyhall*, *Quickſwood*, *Clothall*, *Little Hadham*, *Baas Geddings*, and *Hoddeſdonbury*, with their and every of their Rights, Royalties, Members, and Appurtenances in the ſaid County of *Hertford*; and all that the capital Meſſuage or Manſion Houſe called *Hatfield Houſe*, with the Gardens, Courts, Yards, Offices, and Appurtenances to the ſame belonging in the ſaid County of *Hertford*, and all thoſe Two Parks called *Hatfield Parks* in the ſaid County; and all that the Advowſon, Donation, Right of Patronage, and Preſentation of or to the Rectory and Church of *Hatfield* in the ſame County; and divers Meſſuages, Farms, Lands, Tenements, and Hereditaments, in the ſaid County of *Hertford*, therein particularly mentioned and deſcribed: And alſo all that the Honor of *Glouceſter*, in the County of *Dorſet*, with the Rights, Members, and Appurtenances thereof; and all that the Manor or Lordſhip and Hundred of *Cranborne* in the ſame County; and alſo all that the Hundred of *Pimperne* in the ſame County; and alſo the Rectory of *Cranborne* in the ſaid County of *Dorſet*, together with all Meſſuages, Farms, Houſes, Edifices, Dovehouſes, Mills, Lands, Tenements, Meadows, Paſtures, Parks, Woods, Rents, Services, Courts, Liberties, Franchiſes, Privileges, Commons, Rectories, Advowſons, Tythes, Hereditaments, and Appurtenances to the ſaid Honor, Manors, Hundreds, and Rectory, or any or either of them belonging or in anywiſe appertaining, ſituate and being, and ariſing in the Manors, Pariſhes, Hamlets, Precincts, or Territories of *Cranborne*, *Alderholt*, *Cranbourne Borough*, *Cranbourne Priory*, *Mounćton*, *Harbridge*, *Blagdon*, *Boveridge*, *Bagbere*, *Enſham*, *Daggons*, *Standridge*, *Fairwood*, *Winborn Fifehead*, *Quinton*, *Edmonſham*, *Farnham*, *Weſt Parley*, *Penitridge*, *Witchampton*, *Up-Winborn*, *All Saints*, *Ruſhton*, *Aſhmore*, *Lovetown*, *Peterſham*, *Gunvill*, *Okeford with Keyſworth*, *Holwell*, and in the Iſle of *Purbeck* in the ſaid County of *Dorſet*, and elſewhere in the ſaid County of *Dorſet*: And alſo

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all that the Manor or Lordship of *Essendon* in the County of *Rutland*, with the Rights, Royalties, Members, and Appurtenances thereunto belonging, together with all Messuages, Farms, Houses, Edifices, Dovehouses, Mills, Lands, Tenements, Meadows, Pastures, Woods, Rents, Services, Courts, Liberties, Franchises, Privileges, Commons, Hereditaments, and Appurtenances to the said Manor or Lordship belonging or in anywise appertaining, situate and being and arising in the Parishes of *Essendon* and *Ryall*, and elsewhere in the said County of *Rutland*: And also all and every other the Honors, Castles, Hundreds, Lordships, Manors, Messuages, Lands, Tenements, Rectories, Advowsons, Tythes, Rents, Reversions, Services, Franchises, Liberties, Privileges, and Hereditaments whatsoever of the said *James* now Marquis of *Salisbury*, or whereof, wherein, or whereunto he the said Marquis, or any Person or Persons in Trust for him was or were seised or entitled of any Estate of Freehold or Inheritance at Law or in Equity, situate, lying, being, and arising in the several Parishes, Towns, Places, Hamlets, Precincts, or Territories of *Hatfield*, *Bedwell*, *Lowths*, *Essingdon*, *Baily hall*, *Quickswood*, *Clothall*, *Bygrave*, *Newnham*, *Baldock*, *Norton*, *William Weston*, *Ashwell*, *Wallington*, *Little Hadham*, *Baas*, *Geddings*, *Hoddesdonbury*, *Hertford*, *Ildestry*, *Bayford*, *Hoddesdon*, *Broxborne*, *Amwell*, the Parishes of *Saint John*, *Saint Andrews*, and *All Saints* in *Hertford*, *Hertingfordbury*, *Walling ford*, *Chesthunt* otherwise *Cheshunt*, *Ware*, *Saint Albans*, *Cashoe*, *Branghinge*, *Saint Lawrence Bush*, *Stanstead*, and *Haddon* or elsewhere, in the said County of *Hertford*, and of *Cranborne*, *Cranborne Alderholt*, *Cranborne Borough*, *Cranbourne Priory*, *Mounction*, *Harbridge*, *Blagden*, *Boveridge*, *Bagbere*, *Ensham*, *Daggons*, *Standridge*, *Fairwood*, *Winborn*, *Fifehead*, *Quinton*, *Edmonsham*, *Farnham*, *West Parley*, *Pentidge*, *Whitehampton*, *Up-Winborn*, *Al Saints*, *Rushton*, *Ashmore*, *Love Town*, *Petersham*, *Gunvill*, *Okeford*, *Keysworth*, *Holwell*, and the Isle of *Purbeck* or elsewhere, in the said County of *Dorset*, and of *Essendon* and *Ryhall* or elsewhere, in the said County of *Rutland*, with their and every of their Rights, Members, and Appurtenances (except and always reserved out of the said Grant and Release unto the said Marquis of *Salisbury*, his Heirs and Assigns, the Share and Interest of the said Marquis, of, in, and to Two Messuages or Tenements, with their Appurtenances in the Borough of *Saint Albans*, in the said County of *Hertford*) to hold the same (subject nevertheless as to such and so many of the said Hereditaments and Premises as were comprized in the said Mortgage so made to the said *John Pollock* deceased, to the same Mortgage, and charged and chargeable with the Payment of the said principal Sum thereby secured, and the Interest thereof) unto the said Lord *Hyde* and Lord *Talbot*, and their Heirs to and for the several Uses, Intents, and Purposes, upon the Trusts, and subject to, with, and under the Powers, Provisoes, and Agreements therein and herein-after mentioned of and concerning the same; (that is to say) to the Use of the said *James* now Marquis of *Salisbury*, and his Assigns for his Life, without Impeachment of Waste, and with such Powers of Leasing as therein and herein-after mentioned, with Remainder to the Use of the said Lord *Hyde* and Lord *Talbot* and their Heirs, during the Life of the said Marquis, upon Trust to preserve the contingent Uses and Estates therein-after limited in the usual Manner, and to permit the said Marquis and his Assigns during his Life to receive and take the Rents and Profits of the said Hereditaments to and for his and their own Use, and from and after his Decease to the Use and Intent that the said *Mary Emily* Marchioness

of *Saliſbury* (in caſe ſhe ſhould ſurvive him) and her Aſſigns might have, receive, and take one yearly Rent Charge of One thouſand five hundred Pounds of lawful Money of *Great Britain* for and during her Life, to be iſſuing and payable out of the ſaid Honor, Caſtle, Hundreds, Manors, and other Hereditaments thereby granted and releaſed, and to be paid by Four Quarterly Payments on the Days therein mentioned, without any Deduction or Abatement whatſoever, and to be in full for her Jointure, and in bar of Dower, and alſo in lieu of and Satisfaction for the ſaid yearly Rent Charge or Sum of One thouſand five hundred Pounds, and all other Proviſions intended to be made for her Jointure or otherwiſe by the ſaid herein-before recited Indenture of the Nineteenth Day of *July* One thouſand ſeven hundred and ſeventy-three as aforeſaid, with the uſual Powers of Entry and Diſtreſs, and Perception of the Rents and Profits of the ſaid Hereditaments, for recovering the ſaid yearly Rent Charge when in Arrear, and ſubject thereto, to the Uſe of the ſaid Lord Viſcount *Fairford*, and Lord *Bagot*, their Executors, Adminiſtrators, and Aſſigns, for the Term of Ninety-nine Years, without Impeachment of Waſte, in Truſt for better ſecuring the Payment of the ſaid yearly Rent Charge of One thouſand five hundred Pounds, with a Proviſo for determining the ſaid Term, when the Truſts thereof ſhall be ſatisfied or diſcharged, and from and after the Determination of the ſaid Term of Ninety-nine Years, and ſubject thereto and to the Truſts thereof in the mean Time to the Uſe of the Firſt Son of the ſaid *James* Marquis of *Saliſbury* by the ſaid *Mary Emily* Marchioneſs of *Saliſbury*, and the Heirs Male of the Body of ſuch Firſt Son lawfully iſſuing; and in Default of ſuch Iſſue to the Uſe of the Second, Third, Fourth, and all other the Sons of the ſaid Marquis by the ſaid Marchioneſs ſucceſſively in Tail Male, with Remainder to the Uſe of the ſaid Marquis, his Heirs and Aſſigns for ever; And in the ſaid Indenture of Releaſe and Settlement there are contained Powers for enabling the ſaid Marquis of *Saliſbury*, and after his Deceaſe the ſaid Lord *Hyde* and Lord *Talbot*, and the Survivor of them, and his Heirs, during the Minority of any Son or Sons of the ſaid Marquis and Marchioneſs, to grant Leaſes of all or any of the ſaid ſettled Eſtates (except the Manſion Houſe, and Demeſne Lands, and Parks thereto belonging at *Hatfield*) for Twenty-one Years in Poſſeſſion, at the moſt improved yearly Rent, and without Fine, and under other Conditions therein expreſſed; and alſo to grant Leaſes for One, Two, or Three Lives, or for Years determinable on the Deceaſe of One, Two, or Three Perſons, of ſuch Parts of the ſaid ſettled Eſtates in *Dorſet* and *Rutland* as were then demiſed in that Manner at and under the antient or accuſtomed Rents and Reſervations, and under other Conditions therein expreſſed; And there are alſo therein contained the uſual Powers, Proviſoes, Declarations, and Agreements for enabling the ſaid Lord *Hyde* and Lord *Talbot*, and the Survivor of them, and his Heirs, by the Direction of the ſaid Marquis, and after his Deceaſe of the proper Authority of the ſaid Truſtees or Truſtee, during the Minority of any Son or Sons of the ſaid Marquis and Marchioneſs, to ſell and exchange all or any of the ſaid ſettled Eſtates (except the ſaid Manſion Houſe, Demeſne Lands, and Parks at *Hatfield*) and to join in making Partition or Diviſion thereof, or in any Deed, Inſtrument, or Act of Parliament for dividing and incloſing any Part thereof, and to give ſufficient Diſcharges for the Money ariſing by Sale, and for laying out the Money ariſing by Sale in the Purchaſe of other Eſtates, and for ſettling the

Eſtates to be ſo purchaſed, as well as the Eſtates to be taken upon any Exchange, Partition, Diviſion, or Incloſure, to the ſame Uſes as the Eſtates thereby ſettled, and in the mean Time, until the Money ariſing by ſuch Sale could be inveſted in the Purchaſe of other Eſtates, for placing out the ſame upon Government, or Publick, or Real Securities, and for changing ſuch Securities from Time to Time for others of the like Nature, and for paying or applying the yearly Dividends and Produce thereof to the ſame Perſons, and in the ſame Manner as the Eſtates to be purchaſed would have been payable or applicable: And alſo for enabling the ſaid Lord *Hyde* and Lord *Talbot*, and the Survivor of them, and his Heirs, with the Conſent of the ſaid Marquis, and after his Deceaſe with the Conſent of the Guardians of the Perſon or Perſons entitled to the Freehold of the ſaid Manors thereby granted and releaſed, if under Age, to enfranchiſe any Copyhold or Cuſtomary Tenements holden of the ſaid Manors in the County of *Hertford*, upon certain Terms and Conditions therein ſpecified, and to give ſufficient Diſcharges for the Conſideration Money to be paid for ſuch Enfranchiſements, and for laying out ſuch Money in the Purchaſe of other Eſtates, to be ſettled to the ſame Uſes as the ſaid Manors were thereby ſettled; and it was in and by the ſaid Indenture of Releaſe and Settlement further provided, that if the ſaid Marquis of *Saliſbury* ſhould at any Time ſettle any other Manors, Meſſuages, Lands, Tenements, or Hereditaments, of a clear and indefeaſible Eſtate of Inheritance in Fee Simple free from Incumbrances, in *England*, of the yearly Rent or Value of Two thouſand five hundred Pounds of lawful Money of *Great Britain*, to, upon, and for ſuch and the ſame Uſes, Truſts, Intents, and Purpoſes as are therein limited and declared of and concerning the ſaid Manors and Hereditaments thereby granted and releaſed, or ſuch of them as ſhould be ſubſiſting, then the ſaid Lord *Hyde* and Lord *Talbot*, and the Survivor of them, and his Heirs ſhould, (at the Requeſt and by the Direction of the ſaid Marquis), revoke and make void all the Uſes, Limitations, Truſts, Powers, and Proviſoes therein-before limited and declared of the ſaid Manors and Hereditaments thereby granted and releaſed, and limit and appoint the ſame unto the ſaid Marquis, his Heirs and Aſſigns for ever, or as he ſhould direct; and in the ſaid Indenture of Releaſe and Settlement there are alſo contained the uſual Clauſes of Indemnity to the Truſtees; and the ſaid *James* Marquis of *Salisbury* thereby covenanted, that the ſaid Honor, Caſtle, Hundreds, Manors, Parks, Meſſuages, Lands, Tenements, Tythes, Rents and Hereditaments thereby granted and releaſed, ſhould remain, continue, and be to and for the ſeveral Uſes, Truſts, Intents, and Purpoſes aforeſaid, freed and diſcharged of and from all Charges and Incumbrances whatſoever made by him the ſaid Marquis, or any of his Anceſtors, or by any Perſon or Perſons claiming by, from, or under him, them, or any of them, other than and except the ſaid therein and herein-before mentioned Mortgage, for the aforeſaid Principal Sum of Twenty thouſand Pounds, and the Intereſt thereof: And whereas the ſaid *James* Marquis of *Saliſbury* hath Iſſue by the ſaid *Mary Emily* Marchioneſs of *Saliſbury*, One Son, the Right Honourable *James Brownlow William Cecil*, commonly called Earl of *Salisbury*, who is now an Infant between Ten and Eleven Years of Age, and no other Iſſue Male: And whereas a Doubt hath lately ariſen whether the Settlement made by the ſaid Marquis of *Salisbury*, by the ſaid Indentures of Leaſe and Releaſe of the Nineteenth and Twentieth Days of *September* One thouſand ſeven hundred and eighty-two as aforeſaid

Iſſue Male of the Marquis and Marchioneſs, One Son, an Infant.

Doubt whether the Settlement is a Satisfaction of the Articles

ſaid, is a Satisfaction of his ſaid herein-before recited Marriage Articles, and of the Covenants and Agreements therein contained, by Reaſon that the Eſtates comprized in ſuch Settlement were not free from Incumbrances, but were ſubject to the aforeſaid Mortgage for the Sum of Twenty thouſand Pounds, which ſtill remains due and owing upon or by virtue of ſuch Mortgage: And whereas, if the ſaid Settlement is not a Satisfaction of the ſaid Marriage Articles, all the Eſtates which deſcended or came to the ſaid Marquis of *Saliſbury* in Fee Simple from the ſaid *James* late Earl of *Saliſbury* his Father, will remain ſubject and liable to the Lien created thereon by the ſaid Marriage Articles, and the Covenant therein contained for ſecuring to be paid thereout a clear yearly Rent Charge of Two thouſand Pounds, for the Benefit of the ſaid Marchioneſs of *Saliſbury*, and the Iſſue Male of the ſaid Marquis by her in the Manner aforeſaid, until the ſaid Marchioneſs and ſuch Iſſue Male ſhall be competent to make their Election to abide by or reject the ſaid Settlement, which may be productive of conſiderable Inconvenience to the ſaid Marquis of *Saliſbury*; and therefore he is deſirous that a competent Part of the Eſtates comprized in the ſaid Settlement ſhould now be ſold, and the Money thence ariſing applied in diſcharge of the ſaid Sum of Twenty thouſand Pounds, and that the Settlement of the Reſidue of ſuch Eſtates ſhould be confirmed and declared to be a Satisfaction of the ſaid Marriage Articles: And whereas an Opportunity having offered of making an advantageous Sale of the Farms, Lands, and Hereditaments ſpecified in the Firſt Schedule hereunto annexed, and which are now let at an annual Rent of Two hundred and fifty-ſeven Pounds, being Part of the Eſtates comprized in the ſaid Settlement, and ſituate in the County of *Hertford*, at a Diſtance from the aforeſaid Capital Meſſuage or Manſion Houſe called *Hatfield Houſe*, the ſaid Marquis of *Saliſbury* lately contracted conditionally for the Sale thereof, with the Timber thereon, to *Jacob Boſanquet* of *Broxbourne* in the County of *Hertford*, Eſquire, at and for the Sum of Twelve thouſand eight hundred and fifty-three Pounds Fifteen Shillings, in caſe the ſaid Marquis ſhould be able to obtain an Act of Parliament for effectuating ſuch Sale; and the ſaid Marquis is deſirous that the ſaid Contract ſhould be carried into Execution, conceiving the ſame to be very beneficial for all Parties intereſted under the ſaid Articles and Settlement, and that the Money thence ariſing ſhould be applied in Part Diſcharge of the ſaid Sum of Twenty Thouſand Pounds; and he is alſo deſirous that the Farm Lands and Hereditaments ſpecified in the Second Schedule hereunto annexed, which are now of the annual Value of Two hundred and twelve Pounds or thereabouts, or the Woodlands and Hereditaments ſpecified in the Third Schedule hereunto annexed, which are now of the annual Value of One hundred and thirty-two Pounds or thereabouts, whichever ſhall be found moſt eligible, being other Part of the Eſtates comprized in the ſaid Settlement, and alſo ſituate in the County of *Hertford*, and at a Diſtance from the ſaid Capital Meſſuage or Manſion Houſe, and which have been lately ſurveyed and valued for the Purpoſe, ſhould be ſold for diſcharging the Remainder of the ſaid Sum of Twenty thouſand Pounds, the Hereditaments comprized in each of thoſe Schedules being ſeverally eſtimated to be of ſufficient Value for that Purpoſe: And whereas the Reſidue of the Eſtates in the County of *Hertford*, comprized in the ſaid Settlement, after appropriating ſuch Parts thereof to be ſold as aforeſaid, and the Eſtates in the County of *Rutland* therein comprized are now together of the clear yearly Rent or Value of Five thouſand Pounds and upwards, and the Eſtates in the County of *Dorſet* therein comprized are now

on account of an Incumbrance of 2000*l.*

Conditional Contract for the Sale of Part of the ſettled Eſtates at 12,853*l.* 15*s.* to be applied in Part Diſcharge of the 20,000*l.*

Certain other Parts of the ſettled Eſtates propoſed to be ſold.

The yearly Value of the Eſtates which will remain in Settlement, after ſelling the Parts propoſed to be ſold.

now of the clear yearly Rent or Value of Two thouſand Pounds and upwards, making together in the Whole a clear yearly Rent or Value of Seven thouſand Pounds and upwards, after deducting all Rates, Taxes, and Outgoings, and the ſame are conſequently a much more ample Compenſation than is required by the ſaid Marriage Articles for the yearly Rent Charge of Two thouſand Pounds thereby covenanted to be ſettled, and much more beneficial for the Iſſue Male of the ſaid Marquis and Marchioneſs of *Saliſbury*, and for effectually ſecuring the ſame to ſuch Iſſue Male the ſaid Marquis is willing to relinquiſh the Power reſerved to him by the ſaid Settlement of ſubſtituting other Eſtates of the yearly Value of Two thouſand five hundred Pounds only in lieu thereof, provided the Settlement of the ſame, with which the ſaid Marchioneſs is ſatisfied, ſhall be now deemed a full and complete Satisfaction of the ſaid Marriage Articles: And whereas, although it will be beneficial for all Parties intereſted under the ſaid Settlement that ſuch Parts of the ſaid Eſtates therein comprized as aforeſaid ſhould be ſold, for the Purpoſe of paying off the ſaid Sum of Twenty thouſand Pounds, and it is juſt and reaſonable that the Settlement of the Reſidue of the ſaid Eſtates therein comprized ſhould be confirmed, and be deemed and taken to be a Satisfaction of the ſaid Marriage Articles yet the ſame cannot at preſent be effectuated without the Aid and Authority of Parliament: wherefore Your Majeſty's moſt dutiful and loyal Subjects, the ſaid *James* Marquis of *Saliſbury* and *Mary Emily* Marchioneſs of *Saliſbury*, on Behalf of themſelves reſpectively, and the ſaid Marquis as the Guardian and on the Behalf of their ſaid Infant Son; moſt humbly beſeech Your Majeſty that it may be enacted; and be it enacted by the King'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 all and ſingular the Meſſuages, Farms, Lands, Tenements, and Hereditaments, mentioned and ſpecified in the ſaid Firſt, Second, and Third Schedules hereunto annexed, together with all Barns, Stables, Outhouſes, Offices, and Outbuildings, Yards, Gardens, Hedges, Ditches, Fences, Trees, Wood, Underwood, Ways, Paths, Paſſages, Waters, Watercourſes, Commons, Common of Paſture, Eaſements, Privileges, Advantages, Emoluments, Rights, Members and Appurtenances whatſoever to the ſame or any of them, or any Part or Parcel thereof belonging or in anywiſe appertaining, or with the ſame or any of them, or any Part thereof, held, uſed, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member thereof, or of any Part thereof reſpectively; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, and Profits thereof, and of every Part thereof, ſhall from and immediately after the paſſing of this Act be veſted in, and the ſame are hereby from thenceforth accordingly veſted in the aforeſaid *Thomas* Lord *Hyde*, now Earl of *Clarendon*, and *Edmund Eſtcourt* of *Lincoln's Inn*, in the County of *Middleſex*, Eſquire, their Heirs and Aſſigns, to the Uſe of them the ſaid *Thomas* Earl of *Clarendon* and *Edmund Eſtcourt*, their Heirs and Aſſigns for ever, freed and abſolutely diſcharged of and from all and ſingular the Uſes, Truſts, Limitations, Intents, and Purpoſes, Powers, Proviſoes, Declarations, and Agreements in and by the ſaid herein-before recited Indenture of Releaſe and Settlement of the Twentieth Day of *September* One thouſand ſeven hundred and eighty-two, limited, created, declared, and contained of and concerning the ſame: And alſo of and

The ſeveral Farms and Lands ſpecified in the Three Schedules annexed, are veſted in Truſtees in Fee, diſcharged of the Settlement and Articles.

from

from the ſaid herein-before recited Marriage Articles of the Nineteenth Day of *July* One thouſand ſeven hundred and ſeventy-three, and all and every the Covenants and Agreements therein contained; but upon the Truſts nevertheleſs and for the Purpoſes herein-after expreſſed and declared of and concerning the ſame reſpectively; (that is to ſay), upon Truſt and to the Intent that they the ſaid *Thomas* Earl of *Clarendon* and *Edmund Eſtcourt* or the Survivor of them, or the Heirs of ſuch Survivor, do and ſhall, in purſuance of the aforeſaid Contract with the ſaid *Jacob Boſanquet*, with all convenient Speed ſell and diſpoſe of all and ſingular the Meſſuages, Farms, Lands, Tenements, and Hereditaments mentioned and ſpecified in the ſaid Firſt Schedule hereunto annexed, with the Timber thereon, together with their and every of their Rights, Members, and Appurtenances, unto him the ſaid *Jacob Boſanquet* or his Heirs, for and in Conſideration of the ſaid Sum of Twelve thouſand eight hundred and fifty-three Pounds Fifteen Shillings, herein-before mentioned to have been agreed to be paid by him for the ſame; and alſo do and ſhall with all convenient Speed, (with the Conſent and Approbation in Writing of the ſaid *James* Marquis of *Saliſbury*, or in caſe of his Deceaſe, with the Conſent and Approbation in Writing of the ſaid Marchioneſs of *Saliſbury*, or in caſe of both their Deaths, then of the proper Authority of the ſaid Truſtees, or the Survivor of them, or his Heirs), abſolutely make Sale and diſpoſe of all and ſingular the Meſſuage or Tenement, Farm, Lands, and Hereditaments, mentioned and ſpecified in the ſaid Second Schedule hereunto annexed, with the Timber thereon, together with their and every of their Rights, Members, and Appurtenances, or otherwiſe all and ſingular the Woodlands, Cottages, and Hereditaments mentioned and ſpecified in the ſaid Third Schedule hereunto annexed, with the Timber thereon, together with their and every of their Rights, Members, and Appurtenances, whichever ſhall be thought moſt eligible to be ſold, (and alſo all and ſingular the ſaid Meſſuages, Farms, Lands, Tenements, and Hereditaments, mentioned and ſpecified in the ſaid Firſt Schedule, with the Timber thereon, together with their and every of their Rights, Members, and Appurtenances, in caſe the ſaid *Jacob Boſanquet* or his Heirs ſhall not complete his ſaid Contract for the Purchaſe thereof), either together or in Parcels, and by publick Sale or private Contract, unto ſuch Perſon or Perſons as ſhall be willing to become the Purchaſer or Purchaſers thereof, for ſuch Price or Prices as to them the ſaid *Thomas* Earl of *Clarendon* and *Edmund Eſtcourt*, or the Survivor of them or his Heirs, ſhall appear to be the moſt that can be reaſonably had or gotten for the ſame: And upon Payment, in the Manner herein-after directed, of the Purchaſe Money or Monies for which the ſaid Meſſuages, Farms, Lands, Tenements, and Hereditaments reſpectively ſhall be ſold, do and ſhall convey and aſſure the ſame reſpectively unto and to the Uſe of the Purchaſer or Purchaſers thereof, and his, her, or their Heirs and Aſſigns for ever, or to ſuch Uſes and in ſuch Manner as he, ſhe, or they ſhall direct, freed and diſcharged as aforeſaid.

In Truſt to ſell the Lands comprized in the Firſt Schedule, and alſo the Lands in either the Second or Third Schedule, whichever ſhall be thought moſt eligible.

II. And be it further enacted, That the Monies to ariſe from ſuch Sale or Sales as aforeſaid, or a competent Part thereof, ſhall be paid and applied by the Purchaſer or Purchaſers of the ſaid Meſſuages, Farms, Lands, Tenements, and Hereditaments ſo to be ſold, in or towards the Satisfaction and Diſcharge of the ſaid Principal Sum of Twenty thouſand Pounds ſo due and owing on Mortgage of Part of the Eſtates comprized in the ſaid

The Purchaſe Monies to be applied in diſcharge of the 20,000*l.*

said Settlement of the Twentieth Day of *September* One thousand seven hundred and eighty-two, as herein-before is mentioned, unto the Person or Persons entitled to receive the same: And that in case such Monies shall be more than sufficient to pay off the said Sum of Twenty thousand Pounds, then the Surplus, or a competent Part thereof, shall in the next Place be applied by the Purchaser or Purchasers in or towards the Payment of the Costs, Charges, and Expences which shall be incurred by the said *James* Marquis of *Salisbury* in or about the applying for and obtaining of this Act, and the making and completing of such Sale or Sales as aforesaid, and the Execution and Performance of the Trusts and Purposes of this Act, or in anywise relating thereto: Provided always, That the Money to be applied in Payment of such Costs, Charges, and Expences, shall not exceed in the Whole the Sum of Four hundred Pounds; and that an Acknowledgement signed by the said *Thomas* Earl of *Clarendon* and *Edmund Estcourt*, or the Survivor of them, or the Heirs of such Survivor, of the Amount of such Costs, Charges, and Expences, and that the same have been paid by the Purchaser or Purchasers of any of the Hereditaments to be sold, or his, her, or their Heirs, Executors, Administrators, or Assigns, shall be a sufficient Discharge for the Money so paid, without his, her, or their being obliged to inspect the Accounts or Particulars of such Costs, Charges, and Expences; and that in case the Monies to arise from such Sale or Sales as aforesaid shall be more than sufficient for the Payment and Discharge of the said Sum of Twenty thousand Pounds, and of such Costs, Charges, and Expences as aforesaid, then all the Residue or Surplus thereof shall be paid by the Purchaser or Purchasers into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there *ex parte* the Purchaser or Purchasers of the Estates of the said *James* Marquis of *Salisbury* so to be sold as aforesaid, pursuant to the Methods prescribed by an Act of the Twelfth Year of the Reign of King *George* the First, Chapter the Thirty-second, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter the Twenty-fourth; and that the Certificate of the said Accountant General of the Court of Chancery of the Payment of the Money so to be paid 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, shall be a sufficient Release and Discharge for the same, and that the Purchaser or Purchasers shall not afterwards be obliged to see to the Application, or be in anywise answerable for the Loss or Misapplication of such Money or any Part thereof.

and if more than sufficient then in the Payment of the Costs of obtaining the Act, *etc.*;

and the Surplus (if any) to be paid into the Bank of *England*.

III. And be it further enacted, That the Money so to be paid into the Bank of *England* as aforesaid shall, upon a Petition to be preferred to the said Court of Chancery in a summary Way by the said *James* Marquis of *Salisbury*, or by the Person or Persons who would for the Time being be entitled to the Rents of the Lands and Hereditaments to be purchased as herein-after mentioned, or by the Guardian or Guardians of such Person or Persons if under Age, be laid out and invested in such Manner as the said Court shall direct, in the Purchase of Freehold Lands, Tenements, or Hereditaments in the County of *Hertford*, as near as may be to the said Capital Messuage or Mansion House of the said Marquis at *Hatfield* aforesaid,

The Money paid into the Bank to be laid out in the Purchase of Lands to be settled to the Uses of the Settlement of the 20th of *September* 1782.

aforeſaid, in Fee Simple in Poſſeſſion, free from Incumbrances, except Fee Farm or Quit Rents; and that the Lands, Tenements, and Hereditaments ſo to be purchaſed, ſhall be conveyed and ſettled to, upon, and for ſuch and ſo many of the Uſes, Truſts, Intents, and Purpoſes, and with, under, and ſubject to ſuch and ſo many of the Powers, Proviſoes, Declarations, and Agreements in and by the ſaid herein-before recited Indenture of Releaſe and Settlement of the Twentieth Day of *September* One thouſand ſeven hundred and eighty-two limited, declared, and contained of and concerning the ſaid Manors and other Hereditaments therein comprized, as ſhall be then ſubſiſting and capable of taking Effect.

Till the Money to be paid into the Bank can be laid out in Lands, the ſame to be laid out in Navy, Victualling, or Exchequer Bills.

IV. And be it further enacted, That in the mean Time until the Money ſo to be paid into the Bank of *England* as aforeſaid can be laid out in the Purchaſe of Lands, Tenements, or Hereditaments as aforeſaid, the ſame ſhall be laid out, in the Name of the Accountant General of the Court of Chancery, in the Purchaſe of Navy or Victualling Bills, or Exchequer Bills, and that the Intereſt ariſing from the Money ſo laid out in Navy or Victualling or Exchequer Bills, and the Money received for the ſame as they ſhall reſpectively be 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, all which ſaid Navy or Victualing, or Exchequer Bills, ſhall be depoſited in the Bank of *England* in the Name of the ſaid Accountant General, and ſhall there remain until a proper Purchaſe or Purchaſes ſhall be found and approved of as before directed, and until the ſame ſhall upon ſuch Petition as aforeſaid, be ordered by the ſaid Court of Chancery to be ſold by the ſaid Accountant General for the completing of ſuch Purchaſe or Purchaſes; and that if the Money ariſing by the Sale of ſuch Navy, Victualling, or Exchequer Bills, ſhall exceed the Amount of the original Purchaſe Money ſo laid out therein as aforeſaid, then and in that Caſe only the Surplus of ſuch Exceſs which ſhall remain after diſcharging the Expence of the Applications to the Court, ſhall be paid to ſuch Perſon or Perſons as would have been entitled to the Rents and Profits of the Lands to be purchaſed as aforeſaid, or to the Repreſentatives of ſuch Perſon or Perſons: Provided always, That it ſhall be lawful for the ſaid Court of Chancery to make an Order for taxing the Coſts of any Application to be made to the ſaid Court reſpecting the Matters aforeſaid, and the Coſts of taking the ſaid Monies out of the Bank, and inveſting the ſame in ſuch Purchaſe as aforeſaid, and for the Payment of ſuch Coſts out of the Money ſo to be paid into the Bank, or out of the Money ariſing by Sale of the Navy or Victualling, or Exchequer Bills, to be purchaſed therewith as aforeſaid.

When the Truſtees ſhall have ſold the Lands in either the Second or Third Schedule, they are to reconvey the Lands in the other of thoſe Schedules, to the Uſes of the Settlement of 1782.

V. And be it further enacted, That when and as ſoon as the ſaid *Thomas* Earl of *Clarendon* and *Edmund Eſtcourt*, or the Survivor of them or his Heirs, ſhall have ſold and diſpoſed of the Lands, Tenements, and Hereditaments comprized in either the Second or the Third Schedule hereunto annexed, purſuant to the Directions of this Act, then they the ſaid *Thomas* Earl of *Clarendon* and *Edmund Eſtcourt*, or the Survivor of them or his Heirs, ſhall reconvey and reſettle the Lands, Tenements, and Hereditaments comprized in the other of thoſe Schedules, with the Appurtenances, to, upon, and for the ſeveral Uſes, Truſts, Intents, and Purpoſes, and with, under, and ſubject to the ſeveral Powers, Proviſoes, Declarations, and Agreements in and by the ſaid herein-before recited

Indenture of Releaſe and Settlement of the Twentieth Day of *September* One thouſand ſeven hundred and eighty-two limited, declared, and contained, of and concerning the ſame, or ſuch and ſo many of them as ſhall be then ſubſiſting undetermined and capable of taking Effect.

Till the Eſtates veſted in the Truſtees ſhall be ſold or reconveyed, the Rents to go as if the Act had not been made.

VI. And be it further enacted, That in the mean Time, until the ſaid ſeveral Meſſuages, Farms, Lands, Tenements, and Hereditaments hereby veſted in the ſaid *Thomas* Earl of *Clarendon* and *Edmund Eſtcourt*, and their Heirs, in Truſt as aforeſaid, ſhall be ſold or reconveyed purſuant to the Directions of this Act, they the ſaid *Thomas* Earl of *Clarendon* and *Eamund Eſtcourt*, or the Survivor of them or his Heirs, ſhall permit the ſame to be held and enjoyed, and the Rents and Profits thereof to be received and taken by ſuch and the ſame Perſon or Perſons as would have been entitled, or ought to have held and enjoyed, received and taken the ſame, in caſe this Act had not been made.

The Settlement of the 20th *September* 1782, as to the Eſtates not intended to be ſold is confirmed, and declared to be a Satisfaction of the Marriage Articles.

VII. And be it further enacted, That from and after the paſſing of this Act, the Settlement made by the ſaid *James* Marquis of *Saliſbury*, in and by the ſaid herein-before recited Indentures of Leaſe and Releaſe, of the Nineteenth and Twentieth Days of *September* One thouſand ſeven hundred and eighty-two, of the ſaid ſeveral Manors and other Hereditaments therein comprized and not hereby veſted in the ſaid *Thomas* Earl of *Clarendon* and *Edmund Eſtcourt* in Truſt to be ſold as aforeſaid, and all and every the Uſes, Truſts, Intents, and Purpoſes, Powers, Proviſoes, Declarations, and Agreements, in the ſaid Indenture of Releaſe and Settlement limited, declared, and contained, of and concerning the ſame ſeveral Manors and other Hereditaments therein comprized and not hereby veſted in Truſt to be ſold as aforeſaid (ſave only and except the aforeſaid Power or Proviſo therein contained for enabling the ſaid Marquis of *Saliſbury* to ſettle other Eſtates, of the yearly Value of Two thouſand five hundred Pounds only, in lieu of thoſe thereby ſettled) ſhall be and the ſame are hereby from thenceforth ratified, confirmed, and eſtabliſhed, to all Intents and Purpoſes whatſoever; and that the ſaid laſt-mentioned Power or Proviſo enabling the ſaid Marquis of *Saliſbury* to ſettle other Eſtates in lieu of thoſe thereby ſettled, ſhall from and after the paſſing of this Act ceaſe, determine, and be extinguiſhed, and that the ſaid Settlement ſo made and hereby confirmed of the ſaid Manors and other Hereditaments therein comprized and not hereby veſted in Truſt to be ſold as aforeſaid, ſhall from and after the paſſing of this Act be deemed and taken to be a full and complete Satisfaction of the ſaid herein-before recited Articles made on the Marriage of the ſaid Marquis and Marchioneſs of *Saliſbury* and of all and every the Covenants and Agreements therein contained, and ſhall be accepted accordingly by the ſaid Marchioneſs of *Saliſbury* in caſe ſhe ſhall ſurvive the ſaid Marquis, and by the aforeſaid *James Brownlow William Cecil* commonly called Earl of *Saliſbury*, their Son, and his Iſſue Male, and by all other Perſons who ſhall, can, or may at any Time hereafter claim any Intereſt or Benefit whatſoever under or by virtue of the ſaid Marriage Articles.

A new Truſtee appointed to act in the Truſts and Powers of the Settlement of

VIII. And whereas it may be expedient that a new Truſtee ſhould be appointed in the Place of the aforeſaid *John Chetwynd* Lord *Talbot* deceaſed, to act jointly with the ſaid *Thomas* Earl of *Clarendon* in the Exerciſe and Execution of the Truſts, Powers, and Authorities by the ſaid Indenture of

of Releaſe and Settlement of the Twentieth Day of *September* One thouſand ſeven hundred and eighty-two veſted in the ſaid Earl of *Clarendon* and Lord *Talbot*; be it therefore further enacted, That the aforeſaid *Edmund Eſtcourt* ſhall, from and after the paſſing of this Act be, and he is hereby appointed a Truſtee, in the Place and Stead of the ſaid Lord *Talbot*, and jointly with the ſaid *Thomas* Earl of *Clarendon*, for the Purpoſes aforeſaid; and that all and ſingular the Eſtates and Intereſts, Truſts, Powers, and Authorities, which would after the paſſing of this Act have been veſted in the ſaid Earl of *Clarendon* and Lord *Talbot*, and the Survivor of them, and the Heirs of ſuch Survivor, in caſe the ſaid Lord *Talbot* had been living, in, upon, and over or relating to the ſaid Manors and other Hereditaments comprized in the ſaid Settlement, and not hereby veſted in Truſt to be ſold, ſhall from thenceforth be veſted in the ſaid *Thomas* Earl of *Clarendon* and *Edmund Eſtcourt*, and the Survivor of them, and the Heirs of ſuch Survivor, and that they the ſaid *Thomas* Earl of *Clarendon* and *Edmund Eſtcourt*, and the Survivor of them, and the Heirs of ſuch Survivor, ſhall and may do and perform all ſuch Acts, Matters, and Things in and about or for the Exerciſe and Execution of ſuch Truſts, Powers, and Authorities, and that as fully and effectually in all Reſpects and to all Intents and Purpoſes as they and the Survivor of them, and the Heirs of ſuch Survivor, could or might have done after the paſſing of this Act, in caſe the ſaid *Edmund Eſtcourt* had been originally appointed a Truſtee in the ſaid Indenture of Releaſe and Settlement in the Place and Stead of the ſaid Lord *Talbot*.

1782, in the Place of Lord *Talbot* deceaſed.

IX. And be it further enacted, That if the ſaid *Thomas* Earl of *Clarendon* and *Edmund Eſtcourt*, or either of them, or any future Truſtees or Truſtee to be appointed in their or either of their Place, ſhall die or deſire to be diſcharged from or become incapable to act in the Truſts, Powers, and Authorities by this Act and the aforeſaid Indenture of Releaſe and Settlement in them repoſed or veſted, at any Time before ſuch Truſts, Powers, and Authorities ſhall be fully executed and performed or ſatisfied, then and in ſuch Caſe, and when and ſo often as the ſame ſhall happen, it ſhall and may be lawful for the ſaid *James* Marquis of *Saliſbury*, or in caſe of his Deceaſe for the Perſon or Perſons for the Time being beneficially entitled to the Rents and Profits of the aforeſaid Manors and other Hereditaments, or ſuch Part thereof as ſhall remain undiſpoſed of, or in caſe of the Infancy of ſuch Perſon or Perſons then for his, her, or their Guardian or Guardians for the Time being, by any Writing or Writings under his, her, or their Hand and Seal or Hands and Seals, to nominate and appoint any other Perſon or Perſons to be a Truſtee or Truſtees in the Place and Stead of the Truſtee or Truſtees ſo dying or deſiring to be diſcharged from or becoming incapable to act in the ſaid Truſts, Powers, and Authorities; and that when and as ſoon as ſuch Nomination and Appointment ſhall be approved of and confirmed by the Court of Chancery, by an Order to be made in a ſummary Way upon the Petition of the Perſon or Perſons making ſuch Nomination and Appointment, all ſuch Parts of the ſaid Meſſuages, Farms, Lands, Tenements, and Hereditaments comprized in the ſaid ſeveral Schedules hereunto annexed as ſhall then remain unſold and undiſpoſed of purſuant to the Directions of this Act, ſhall thereupon be forthwith conveyed, by the Perſon or Perſons in whom the ſame may be then legally veſted, ſo and in ſuch Manner as that the ſame ſhall be legally and effectually veſted

Clauſe for appointing new Truſtees in future, in caſe of Death or Reſignation of the preſent.

in the continuing Truſtee thereof (if any) and ſuch new Truſtee as aforeſaid, or wholly in ſuch new Truſtees, as the Caſe may require, upon the Truſts and for the Purpoſes herein-before declared of and concerning the ſame, and with the ſame Powers and Authorities relating thereto as are hereby veſted in them the ſaid *Thomas* Earl of *Clarendon* and *Edmund Eſtcourt*; and that ſuch new Truſtee or Truſtees ſhall thereupon alſo have and be veſted with all ſuch Truſts, Powers, and Authorities in, upon, and over, or relating to the ſaid Manors and other Hereditaments comprized in the aforeſaid Indenture of Releaſe and Settlement, and not hereby veſted in the ſaid Earl of *Clarendon* and *Edmund Eſtcourt* in Truſt to be ſold as aforeſaid, and ſhall and may do and perform all ſuch Acts, Matters, and Things in and about or for the Exerciſe and Execution thereof, as fully and effectually in all reſpects and to all Intents and Purpoſes as if ſuch new Truſtee or Truſtees had been originally appointed in the Place and Stead of the Truſtee or Truſtees whom he or they ſhall be appointed to ſucceed, and as ſuch laſt-mentioned Truſtee or Truſtees would have had or been veſted with, or could or might have done and performed if then living and continuing a Truſtee or Truſtees for the Purpoſes aforeſaid.

Indemnity to the Truſtees.

X. And be it further enacted, That the ſaid *Thomas* Earl of *Clarendon* and *Edmund Eſtcourt*, and the Truſtee or Truſtees hereafter to be appointed as aforeſaid, or any of them, their or any of their Heirs, Executors, or Adminiſtrators, ſhall not be charged or chargeable with any more Monies than ſhall actually come to their reſpective Hands under or by virtue of any of the Truſts, Powers, and Authorities herein-before mentioned, or in conſequence of the Execution thereof; nor ſhall any of them be anſwerable for the others or other of them, or for the Acts, Deeds, Receipts, Payments, or Defaults of the others or other of them, but each and every of them only for his own Acts, Deeds, Receipts, Payments, and Defaults; nor for any Loſs which may happen of the Truſt Monies or any Part thereof, without their reſpective wilful Neglect or Default; and that they and every of them ſhall and may, out of the Monies which ſhall come to their reſpective Hands as aforeſaid, retain to and reimburſe themſelves reſpectively all ſuch Coſts, Charges, Damages, and Expences as they ſhall reſpectively ſuſtain or be put unto by reaſon or means of ſuch Truſts, Powers, and Authorities, or any of them, or the Execution thereof or in anywiſe relating thereto.

Saving Clauſe.

XI. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every other Perſon and Perſons, Bodies Politick and Corporate, and their reſpective Heirs, Succeſſors, Executors, and Adminiſtrators, (other than and except the ſaid *James* Marquis of *Saliſbury*, and *Mary Emily* Marchioneſs of *Saliſbury* his Wife, and the aforeſaid *James Brownlow William Cecil* commonly called Earl of *Saliſbury*, their Infant Son, and the Heirs Male of his Body, and all and every other the Son and Sons hereafter to be born of the ſaid Marquis and Marchioneſs of *Saliſbury*, and the Heirs Male of the Body and Bodies of all and every ſuch Son and Sons, and the right Heirs of the ſaid Marquis of *Saliſbury*; and the ſurviving Truſtee for preſerving contingent Remainders appointed in and by the aforeſaid Indenture of Releaſe and Settlement of the Twentieth Day of *September* One thouſand ſeven hundred and eighty-two, and his Heirs and Aſſigns, and the Truſtees of the ſaid

ſaid Term of Ninety-nine Years thereby created, and their Executors, Adminiſtrators, and Aſſigns; and alſo all and every other Perſon and Perſons who can or may claim any Eſtate, Right, Title, or Intereſt whatſoever under or by virtue of the ſame Indenture of Releaſe and Settlement, or under or by virtue of the ſaid herein-before recited Marriage Articles) all ſuch Eſtate, Right, Title, Intereſt, Claim, and Demand whatſoever, in, to, or out of the ſaid Meſſuages, Farms, Lands, Tenements, and Hereditaments hereby veſted in the ſaid *Thomas* Earl of *Clarendon* and *Edmund Eſtcourt*, in Truſt to be ſold as aforeſaid, or any Part thereof, or, in, to, or out of all and every the Manors and other Hereditaments comprized in the ſaid Indenture of Releaſe and Settlement, and not hereby veſted in Truſt to be ſold as aforeſaid, or any Part thereof, as they, every, or any of them reſpectively had before the paſſing of this Act, or would, could, or might have had or enjoyed, in caſe this Act had not been made.

XII. And be it further enacted, That this Act ſhall be and be deemed and taken to be a Publick Act, and ſhall be judicially taken Notice of and allowed as ſuch by all Judges, Juſtices, and other Perſons whomſoever, without ſpecially pleading the ſame. Publick Act.

The FIRST SCHEDULE to which the foregoing Act refers.

ALL that Capital Meſſuage or Manſion Houſe called or commonly known by the Name of *Hoddeſdonbury*, with the Barns, Stables, Offices, and Outbuildings, Yards, Gardens, and Orchards thereunto belonging; and alſo all thoſe ſeveral Cloſes, Pieces, or Parcels of Arable, Paſture, and Meadow Land thereunto belonging or therewith occupied, called or commonly known by the ſeveral Names or Deſcriptions, and containing by Eſtimation the ſeveral Quantities (be the ſame more or leſs) herein-after mentioned and ſpecified; *viz.*

	A.	R.	P.
Calves Leaſe Cloſe	10	1	38
Round Grove Cloſe	5	2	5
Long Field otherwiſe Broom Field	24	1	33
Hazelers Pollards	16	3	30
Great Haſſocks	7	0	4
Little Haſſocks	2	2	0
Pond Meadow	5	2	8
Wygotts	4	2	15
Park Bottom	10	2	20
Dean Meadow	11	3	19
Bramble Meadow	4	2	21

Six

	A.	R.	P.
Six ſeveral Parcels of Meadow Ground, lying in Groſs Mead - - - - - - - - - -	17	1	21
And a Parcel of Land, formerly Part of a Warren, and now incloſed; abutting upon Hazelers Pollards towards the Weſt and North, and upon the Road leading from Hoddeſdon to Mardells Green towards the South - - - - -	17	0	0
Total -	138	2	14

All which ſaid Meſſuage or Manſion Houſe, Lands and Hereditaments, are ſituate in the Hamlet of *Hoddeſdon*, in the Pariſh of *Broxbourne*, in the County of *Hertford*.

And alſo all that Meſſuage, Tenement, or Farm Houſe, called or commonly known by the Name of *Baas*, with the Barns, Stables, and Outbuildings thereunto belonging; and alſo the ſeveral Yards, Cloſes, Pieces or Parcels of Arable, Meadow, and Paſture Land thereto belonging, or uſually held therewith, called or commonly known by the ſeveral Names or Deſcriptions, and containing by Eſtimation the ſeveral Quantities (be the ſame more or leſs) herein-after mentioned and ſpecified; *viz.*

	A.	R.	P.
The Rick Yard and Home Yard - - - - - -	2	1	9
The Pollards - - - - - - -	7	0	20
The Bottom Mead Paſture - - - - - -	2	3	24
The Bottom Mead - - - - - - -	2	2	20
Lammas Land in Croſs Mead - - - -	4	0	11
In South Mead - - - - - - -	5	1	10
In Mile Home Mead - - - - - -	7	0	9
In Charcroft Mead, late Part of Hoddeſdonbury Farm -	3	3	17
Incloſed Arable Land in Clover Field Cloſe - - -	2	2	10
Old Orchard - - - - - - -	5	0	7
Wood Field - - - - - - - -	11	3	5
Bound Mead - - - - - - -	3	1	13
Scotts Fields - - - - - - -	10	1	6
The Two Coneyearths - - - - -	13	3	5
Browns Cloſe - - - - - - -	5	2	2
Plowes Fields - - - - - - -	9	1	27
Common Field, Arable Land in Hide Field - -	5	3	14
And in Court Field - - - - - -	1	3	20
Total -	104	2	29

All which ſaid laſt-mentioned Meſſuage, Lands, and Hereditaments are ſituate in the Pariſh of *Broxbourne* aforeſaid, and were ſome Time ſince in the Occupation of *Joſeph Lewis*.

And alſo all the Right and Property in the Soil of a certain Cloſe of Land containing about Four Acres and an Half, in the ſaid Pariſh of *Broxbourne*, called or commonly known by the Name of *Emanuel Pollards*, formerly incloſed, but now lying open.

And

And alſo all that Cloſe of Land in the ſame Pariſh called *Pain's Hill* Cloſe, containing about Three Roods, late in the Occupation of *George Rudd* or his Undertenants.

And alſo all thoſe ſeveral Woods or Wood Lands ſituate, lying, and being in the ſaid Pariſh of *Broxbourne*, called or commonly known by the ſeveral Names or Deſcriptions, and containing by Eſtimation the ſeveral Quanties (be the ſame more or leſs) herein-after mentioned and ſpecified; *viz.*

	A.	R.	P.
Mortals	28	1	28
Beancroft	16	3	24
Browns	32	3	38
Ettridge Grove	16	0	18
Round Grove	9	0	21
Long Grove	7	2	15
Dean Mead Grove	20	1	34
And Bramble Grove	11	0	5
Total	142	2	23

And alſo all the Property, Right, and Intereſt of the aforeſaid *James* Marquis of *Saliſbury*, and of all and every other Perſon and Perſons claiming or to claim under or by virtue of his Marriage Articles, and the Settlement made in purſuance thereof, mentioned and referred to in and by the foregoing Act or either of them, in the Soil of certain Open or Waſte Lands, either adjoining to the ſaid Farms, Lands, Woods, and Hereditaments before deſcribed in this Schedule, or any Part thereof, or heretofore uſually let or occupied therewith; and on which there are ſtanding ſome Timber and Pollard Trees.

All which ſaid ſeveral Meſſuages or Tenements, Farms, Lands, and Hereditaments before deſcribed in this Schedule, are now in the Occupation or Poſſeſſion of *Jacob Boſanquet* Eſquire, as Tenant to the ſaid Marquis of *Saliſbury*, at and under the yearly Rent of Two hundred and fifty-ſeven Pounds.

The SECOND SCHEDULE to which the foregoing Act refers.

All that Meſſuage, Tenement, or Farm Houſe, with the Barns, Stables, and Outbuildings, Yards, Gardens, and Orchards, and alſo the ſeveral Cloſes, Pieces or Parcels of Arable, Meadow, and Paſture Land thereunto belonging or therewith occupied, containing in the Whole by

Eſtimation Ninety Acres or thereabouts (be the ſame more or leſs) called or commonly known by the Name of *Saint Lawrence* Farm otherwiſe *Saint Lawrence Buſh* Farm, ſituate in the Pariſh of *Cheſhunt* in the County of *Hertford*, and now and for ſome Time paſt in the Occupation of *John Ruſkin*, or his Undertenants, at and under the yearly Rent of Forty Pounds (Parcel of which ſaid Lands, containing about Twelve Acres, is lying on the South Side of a Lane called *Goff's Lane*, leading from *Cheſhunt* to *Cheſhunt* Common).

And all that Piece or Parcel of Land containing by Eſtimation about Twenty-five Acres, lately Parcel of *Cheſhunt* Common in the ſaid Pariſh of *Cheſhunt*, and allotted to the ſaid Marquis of *Saliſbury* as his Share thereof under an Act of Parliament for dividing and incloſing the ſame with other Lands and Grounds in that Pariſh.

And alſo all thoſe ſeveral Woods, Groves, or Woodlands, called or commonly known by the Names of *Thunderfield Grove*, *Bramble Grove*, *Bazeleys Wood*, *Great Derrys Wood*, *Little Derrys Wood*, *Cattes Grove*, and *Long Grove*, containing together by Eſtimation One hundred and ſeventy Acres or thereabouts (be the ſame more or leſs) ſituate in the Pariſhes of *Cheſhunt* and *Biſhops Hatfield*, or One of them in the ſaid County of *Hertford*, on the South Side of and adjoining or near to a Lane there, called *Beaumont Lane*, leading from another Lane called *Park Lane*, bounding the ſaid Grove called *Thunderfield Grove* Eaſtward, unto a Green called *Beaumont Green*, and from thence unto the ſaid Farm called *Saint Lawrence*, the ſaid Grove called *Long Grove* bounding the Lands of the ſaid Farm Weſtward, and all the reſt of the ſaid Woods and Groves lying between thoſe called *Thunderfield* and *Long Grove*, and having Lands of the ſaid Farm and others interſperſed among them; All which ſaid Woods, Groves, or Woodlands, are now in the immediate Hands or Poſſeſſion of the ſaid Marquis of *Saliſbury*.

The THIRD SCHEDULE to which the foregoing Act refers:

All thoſe ſeveral Woods, Groves, or Woodlands, called or commonly known by the Names of *Wormley Wood*, *Hoe Grove*, *Nevels Wood*, *Weſtfield Grove*, *Wellfield Grove*, *Nine Acre Wood*, and *Breach Grove*, containing together by Eſtimation Two hundred and twelve Acres or thereabouts (be the ſame more or leſs) ſituate in the Pariſhes of *Cheſhunt* and *Wormley* in the County of *Hertford*, on the North Side of and near to a Lane there called *Beaumont Lane*, leading from another Lane called *Park Lane*, bounding the ſaid Grove called *Breach Grove* Eaſtward unto a Green called *Beaumont Green*, and from thence unto a Farm called *Saint Lawrence*; the ſaid Woods and Groves called *Nine Acres*, *Weſtfield Grove*, and *Wellfield Grove*, adjoining

adjoining the ſaid Lane called *Beaumont Lane*, and thoſe called *Wormley Wood*, *Hoe Grove*, and *Nevels Wood*, lying together and adjoining the ſaid Grove called *Weſtfield* Southward: All which ſaid Woods, Groves, or Woodlands, are now in the immediate Hands or Poſſeſſion of the ſaid Marquis of *Saliſbury*.

And alſo all thoſe Two Cottages or Tenements, with the Outbuildings, Yards, Gardens, Orchards, and Cloſes of Land thereunto reſpectively belonging, ſituate in the ſaid Pariſh of *Wormley*, One of them on a Green called *Weſt End Green*, and now in the Occupation of *Joſeph Rudd*, and the other of them at or near a Place or Road called *Holly Croſs*, leading from the Village of *Wormley*, to *Weſt End Green* aforeſaid, and now in the Occupation of *William Ruſkin*.

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